

# Exhibit T

Message

**From:** Martorana, Keith R. [KMartorana@gibsondunn.com]  
**Sent:** 7/28/2017 12:28:10  
**To:** Weintraub, William P [WWeintraub@goodwinlaw.com]; Steel, Howard S. [HSteel@brownrudnick.com]; Forster, Jill L. [JForster@brownrudnick.com]; Daniel H. Golden - Akin Gump Strauss Hauer & Feld LLP (dgolden@akingump.com) [dgolden@akingump.com]; dnewman@akingump.com; Moss, Naomi [nmoss@akingump.com]; Williams, Matt J. [MJWilliams@gibsondunn.com]; Gillett, Gabriel K. [GGillett@gibsondunn.com]; Chorba, Christopher [CChorba@gibsondunn.com]; Fox, Gregory W. [GFox@goodwinlaw.com]  
**CC:** Weisfelner, Edward S. [EWeisfelner@brownrudnick.com]  
**Subject:** RE: Motors - GUC Settlement (FRE 408)  
**Attachments:** 102340248\_3\_GM - Motion for Order Approving Notice Procedures - GUC Trust Settlement.DOCX; 102340451\_2\_GM - Long Form Notice for Settlement.DOCX; 102340410\_2\_GM - Short Form Notice for Settlement.DOCX; Redline\_102340248v1\_GM - Motion for Order Approving Notice Procedures - ....pdf; Redline\_102340451v1\_GM - Long Form Notice for Settlement - 102340451v2\_G....pdf; Redline\_102340410v1\_GM - Short Form Notice for Settlement - 102340410v2....pdf

SUBJECT TO FRE 408

All – attached are revised versions of the Notice Motion/Order and the Long Form/Short Form notice (clean and blackline comparison to prior circulated versions). To the extent that we are proceeding by motion, we did not understand the utility of including an OSC (or declaration in support of the OSC). Perhaps a conversation on that would be useful.

Please note that the attached remains subject to the ongoing review and comment of our clients. Please let us know if you would like to discuss the attached.

**Keith Martorana**  
Of Counsel

GIBSON DUNN

Gibson, Dunn & Crutcher LLP  
200 Park Avenue, New York, NY 10166-0193  
Tel +1 212.351.3991 • Fax +1 212.351.6391  
KMartorana@gibsondunn.com • www.gibsondunn.com

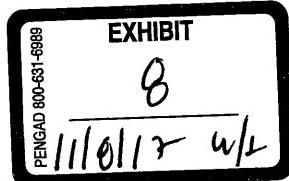
---

**From:** Martorana, Keith R.  
**Sent:** Friday, July 28, 2017 9:53 AM  
**To:** 'Weintraub, William P' <WWeintraub@goodwinlaw.com>; Steel, Howard S. <HSteel@brownrudnick.com>; Forster, Jill L. <JForster@brownrudnick.com>; Daniel H. Golden - Akin Gump Strauss Hauer & Feld LLP (dgolden@akingump.com) <dgolden@akingump.com>; dnewman@akingump.com; Moss, Naomi <nmoss@akingump.com>; Williams, Matt J. <MJWilliams@gibsondunn.com>; Gillett, Gabriel K. <GGillett@gibsondunn.com>; Chorba, Christopher <CChorba@gibsondunn.com>; Fox, Gregory W. <GFox@goodwinlaw.com>  
**Cc:** Weisfelner, Edward S. <EWeisfelner@brownrudnick.com>  
**Subject:** RE: Motors - GUC Settlement (FRE 408)

SUBJECT TO FRE 408

Attached are revised versions of the Settlement Agreement (with one change requested by BR) and the Settlement Order incorporating the below change.

Keith Martorana  
Of Counsel



## GIBSON DUNN

Gibson, Dunn & Crutcher LLP  
200 Park Avenue, New York, NY 10166-0193  
Tel +1 212.351.3991 • Fax +1 212.351.6391  
KMartorana@gibsondunn.com • www.gibsondunn.com

---

**From:** Weintraub, William P [mailto:[WWeintraub@goodwinlaw.com](mailto:WWeintraub@goodwinlaw.com)]  
**Sent:** Friday, July 28, 2017 9:44 AM  
**To:** Martorana, Keith R. <[KMartorana@gibsondunn.com](mailto:KMartorana@gibsondunn.com)>; Steel, Howard S. <[HSteel@brownrudnick.com](mailto:HSteel@brownrudnick.com)>; Forster, Jill L. <[JForster@brownrudnick.com](mailto:JForster@brownrudnick.com)>; Daniel H. Golden - Akin Gump Strauss Hauer & Feld LLP ([dgolden@akingump.com](mailto:dgolden@akingump.com)) <[dgolden@akingump.com](mailto:dgolden@akingump.com)>; [dnewman@akingump.com](mailto:dnewman@akingump.com); Moss, Naomi <[nmoss@akingump.com](mailto:nmoss@akingump.com)>; Williams, Matt J. <[MJWilliams@gibsondunn.com](mailto:MJWilliams@gibsondunn.com)>; Gillett, Gabriel K. <[GGillett@gibsondunn.com](mailto:GGillett@gibsondunn.com)>; Chorba, Christopher <[CChorba@gibsondunn.com](mailto:CChorba@gibsondunn.com)>; Fox, Gregory W. <[GFox@goodwinlaw.com](mailto:GFox@goodwinlaw.com)>  
**Cc:** Weisfelner, Edward S. <[EWeisfelner@brownrudnick.com](mailto:EWeisfelner@brownrudnick.com)>  
**Subject:** RE: Motors - GUC Settlement (FRE 408)

Thanks.

---

**From:** Martorana, Keith R. [mailto:[KMartorana@gibsondunn.com](mailto:KMartorana@gibsondunn.com)]  
**Sent:** Friday, July 28, 2017 9:39 AM  
**To:** Weintraub, William P; Steel, Howard S.; Forster, Jill L.; Daniel H. Golden - Akin Gump Strauss Hauer & Feld LLP ([dgolden@akingump.com](mailto:dgolden@akingump.com)); [dnewman@akingump.com](mailto:dnewman@akingump.com); Moss, Naomi; Williams, Matt J.; Gillett, Gabriel K.; Chorba, Christopher; Fox, Gregory W.  
**Cc:** Weisfelner, Edward S.  
**Subject:** RE: Motors - GUC Settlement (FRE 408)

This change is fine. If BR has no further changes, I will recirculate a version with that change.

Keith Martorana  
Of Counsel

## GIBSON DUNN

Gibson, Dunn & Crutcher LLP  
200 Park Avenue, New York, NY 10166-0193  
Tel +1 212.351.3991 • Fax +1 212.351.6391  
KMartorana@gibsondunn.com • www.gibsondunn.com

---

**From:** Weintraub, William P [mailto:[WWeintraub@goodwinlaw.com](mailto:WWeintraub@goodwinlaw.com)]  
**Sent:** Friday, July 28, 2017 8:51 AM  
**To:** Martorana, Keith R. <[KMartorana@gibsondunn.com](mailto:KMartorana@gibsondunn.com)>; Steel, Howard S. <[HSteel@brownrudnick.com](mailto:HSteel@brownrudnick.com)>; Forster, Jill L. <[JForster@brownrudnick.com](mailto:JForster@brownrudnick.com)>; Daniel H. Golden - Akin Gump Strauss Hauer & Feld LLP ([dgolden@akingump.com](mailto:dgolden@akingump.com)) <[dgolden@akingump.com](mailto:dgolden@akingump.com)>; [dnewman@akingump.com](mailto:dnewman@akingump.com); Moss, Naomi <[nmoss@akingump.com](mailto:nmoss@akingump.com)>; Williams, Matt J. <[MJWilliams@gibsondunn.com](mailto:MJWilliams@gibsondunn.com)>; Gillett, Gabriel K. <[GGillett@gibsondunn.com](mailto:GGillett@gibsondunn.com)>; Chorba, Christopher <[CChorba@gibsondunn.com](mailto:CChorba@gibsondunn.com)>; Fox, Gregory W. <[GFox@goodwinlaw.com](mailto:GFox@goodwinlaw.com)>  
**Cc:** Weisfelner, Edward S. <[EWeisfelner@brownrudnick.com](mailto:EWeisfelner@brownrudnick.com)>  
**Subject:** RE: Motors - GUC Settlement (FRE 408)

FRE 408:

Hello All;

In paragraph 6 of the Settlement Order, please make the following underlined edit, which would conform the language of the Settlement Order to similar language in the Settlement Agreement and the Claims Estimate Order:

; and provided further that nothing in the Settlement Agreement, Motion or this Order shall waive or impair any claims that Plaintiffs may have against New GM, the Settlement shall not be an election of remedies by any Plaintiff, and the Settlement Fund shall not represent full and final satisfaction of any claims that Plaintiffs may have against New GM, which claims are expressly reserved. Nor shall the Settlement or any estimation or payment or distribution made in connection therewith constitute a cap on any claims by any of the Plaintiffs against New GM.

Thank you. No other comments to the docs.

Bill

William P Weintraub



Goodwin Procter LLP  
The New York Times Building  
620 Eighth Avenue  
New York, NY 10018  
o +1 212 813 8839  
m +1 917 861 7200  
f +1 212 419 0964  
[WWeintraub@goodwinlaw.com](mailto:WWeintraub@goodwinlaw.com) | [goodwinlaw.com](http://goodwinlaw.com)

---

**From:** Martorana, Keith R. [mailto:[KMartorana@gibsondunn.com](mailto:KMartorana@gibsondunn.com)]

**Sent:** Thursday, July 27, 2017 6:16 PM

**To:** Steel, Howard S.; Forster, Jill L.; Daniel H. Golden - Akin Gump Strauss Hauer & Feld LLP ([dgolden@akingump.com](mailto:dgolden@akingump.com)); [dnewman@akingump.com](mailto:dnewman@akingump.com); Moss, Naomi; Williams, Matt J.; Gillett, Gabriel K.; Chorba, Christopher; Weintraub, William P; Fox, Gregory W.

**Cc:** Weisfelner, Edward S.

**Subject:** RE: Motors - GUC Settlement (FRE 408)

SUBJECT TO FRE 408

Attached are the updated versions of the Settlement Agreement and the Settlement Order incorporating that change. Also attached (so that they are all in one place) is the Claims Estimate Order, which has not changed.

Keith Martorana  
Of Counsel

GIBSON DUNN

Gibson, Dunn & Crutcher LLP  
200 Park Avenue, New York, NY 10166-0193  
Tel +1 212.351.3991 • Fax +1 212.351.6391  
[KMartorana@gibsondunn.com](mailto:KMartorana@gibsondunn.com) • [www.gibsondunn.com](http://www.gibsondunn.com)

---

**From:** Martorana, Keith R.

**Sent:** Thursday, July 27, 2017 5:42 PM

**To:** 'Steel, Howard S.' <[HSteel@brownrudnick.com](mailto:HSteel@brownrudnick.com)>; Forster, Jill L. <[JForster@brownrudnick.com](mailto:JForster@brownrudnick.com)>; Daniel H. Golden -

Akin Gump Strauss Hauer & Feld LLP ([dgolden@akingump.com](mailto:dgolden@akingump.com)) <[dgolden@akingump.com](mailto:dgolden@akingump.com)>; [dnewman@akingump.com](mailto:dnewman@akingump.com); Moss, Naomi <[nmoss@akingump.com](mailto:nmoss@akingump.com)>; Williams, Matt J. <[MJWilliams@gibsondunn.com](mailto:MJWilliams@gibsondunn.com)>; Gillett, Gabriel K. <[GGillett@gibsondunn.com](mailto:GGillett@gibsondunn.com)>; Chorba, Christopher <[CChorba@gibsondunn.com](mailto:CChorba@gibsondunn.com)>; Weintraub, William P. <[WWeintraub@goodwinlaw.com](mailto:WWeintraub@goodwinlaw.com)>; Fox, Gregory W. <[GFox@goodwinlaw.com](mailto:GFox@goodwinlaw.com)>  
**Cc:** Weisfelner, Edward S. <[EWeisfelner@brownrudnick.com](mailto:EWeisfelner@brownrudnick.com)>  
**Subject:** RE: Motors - GUC Settlement (FRE 408)

Thanks – I'll revise and recirculate with that one change. I had a lengthy conversation with our client today, and they are discussing internally. Sign-off, with respect to the three documents (Settlement Agreement, Settlement Order, Claims Estimate Order) will likely come tomorrow. We'll keep you posted. Note, however, that sign-off on the settlement itself is subject to the finalization of all other document in a satisfactory manner and receipt of final approvals.

**Keith Martorana**  
Of Counsel

## GIBSON DUNN

Gibson, Dunn & Crutcher LLP  
200 Park Avenue, New York, NY 10166-0193  
Tel +1 212.351.3991 • Fax +1 212.351.6391  
KMartorana@gibsondunn.com • www.gibsondunn.com

---

**From:** Steel, Howard S. [<mailto:HSteel@brownrudnick.com>]  
**Sent:** Thursday, July 27, 2017 5:36 PM  
**To:** Martorana, Keith R. <[KMartorana@gibsondunn.com](mailto:KMartorana@gibsondunn.com)>; Forster, Jill L. <[JForster@brownrudnick.com](mailto:JForster@brownrudnick.com)>; Daniel H. Golden - Akin Gump Strauss Hauer & Feld LLP ([dgolden@akingump.com](mailto:dgolden@akingump.com)) <[dgolden@akingump.com](mailto:dgolden@akingump.com)>; [dnewman@akingump.com](mailto:dnewman@akingump.com); Moss, Naomi <[nmoss@akingump.com](mailto:nmoss@akingump.com)>; Williams, Matt J. <[MJWilliams@gibsondunn.com](mailto:MJWilliams@gibsondunn.com)>; Gillett, Gabriel K. <[GGillett@gibsondunn.com](mailto:GGillett@gibsondunn.com)>; Chorba, Christopher <[CChorba@gibsondunn.com](mailto:CChorba@gibsondunn.com)>; Weintraub, William P <[WWeintraub@goodwinlaw.com](mailto:WWeintraub@goodwinlaw.com)>; Fox, Gregory W. <[GFox@goodwinlaw.com](mailto:GFox@goodwinlaw.com)>  
**Cc:** Weisfelner, Edward S. <[EWeisfelner@brownrudnick.com](mailto:EWeisfelner@brownrudnick.com)>  
**Subject:** RE: Motors - GUC Settlement (FRE 408)

Please use 7/10

you get client sign off?

---

**From:** Martorana, Keith R. [<mailto:KMartorana@gibsondunn.com>]  
**Sent:** Thursday, July 27, 2017 10:56 AM  
**To:** Steel, Howard S.; Forster, Jill L.; Daniel H. Golden - Akin Gump Strauss Hauer & Feld LLP ([dgolden@akingump.com](mailto:dgolden@akingump.com)); [dnewman@akingump.com](mailto:dnewman@akingump.com); Moss, Naomi; Williams, Matt J.; Gillett, Gabriel K.; Chorba, Christopher; Weintraub, William P; Fox, Gregory W.  
**Cc:** Weisfelner, Edward S.  
**Subject:** RE: Motors - GUC Settlement (FRE 408)

External E-mail. Use caution accessing links or attachments.

---

SUBJECT TO FRE 408

Howie et al. – while the Settlement Agreement, Settlement Order and Claims estimate order generally looked fine from a GDC perspective (and client sign-off is pending), we wanted to understand why the notice date for

car owners has switched back again from July 10, 2009 to November 30, 2009. I thought where we left it on the call, we were going to use July 10, 2009. Please let us know the rationale for the change.

**Keith Martorana**  
Of Counsel

## GIBSON DUNN

Gibson, Dunn & Crutcher LLP  
200 Park Avenue, New York, NY 10166-0193  
Tel +1 212.351.3991 • Fax +1 212.351.6391  
KMartorana@gibsondunn.com • www.gibsondunn.com

---

**From:** Steel, Howard S. [mailto:[HSteel@brownrudnick.com](mailto:HSteel@brownrudnick.com)]  
**Sent:** Wednesday, July 26, 2017 10:52 AM  
**To:** Martorana, Keith R. <[KMartorana@gibsondunn.com](mailto:KMartorana@gibsondunn.com)>; Forster, Jill L. <[JForster@brownrudnick.com](mailto:JForster@brownrudnick.com)>; Daniel H. Golden - Akin Gump Strauss Hauer & Feld LLP ([dgolden@akingump.com](mailto:dgolden@akingump.com)) <[dgolden@akingump.com](mailto:dgolden@akingump.com)>; [dnewman@akingump.com](mailto:dnewman@akingump.com); Moss, Naomi <[nmoss@akingump.com](mailto:nmoss@akingump.com)>; Williams, Matt J. <[MJWilliams@gibsondunn.com](mailto:MJWilliams@gibsondunn.com)>; Gillett, Gabriel K. <[GGillett@gibsondunn.com](mailto:GGillett@gibsondunn.com)>; Chorba, Christopher <[CChorba@gibsondunn.com](mailto:CChorba@gibsondunn.com)>; Weintraub, William P <[WWeintraub@goodwinlaw.com](mailto:WWeintraub@goodwinlaw.com)>; Fox, Gregory W. <[GFox@goodwinlaw.com](mailto:GFox@goodwinlaw.com)>  
**Cc:** Weisfelner, Edward S. <[EWeisfelner@brownrudnick.com](mailto:EWeisfelner@brownrudnick.com)>  
**Subject:** RE: Motors - GUC Settlement (FRE 408)

Thanks Keith. Please see attached light comments. Let us know if we are final on these. Think you have pen for all other docs - please let us know timing on those. Happy to discuss any open issues.

Howard S. Steel  
Brown Rudnick LLP  
Seven Times Square  
New York, New York 10036  
212.209.4917 (direct)  
732.757.1898 (cell)  
212.938.2806 (direct fax)  
[hsteel@brownrudnick.com](mailto:hsteel@brownrudnick.com)

---

**From:** Martorana, Keith R. [mailto:[KMartorana@gibsondunn.com](mailto:KMartorana@gibsondunn.com)]  
**Sent:** Tuesday, July 25, 2017 3:55 PM  
**To:** Forster, Jill L.; Daniel H. Golden - Akin Gump Strauss Hauer & Feld LLP ([dgolden@akingump.com](mailto:dgolden@akingump.com))<[dgolden@akingump.com](mailto:dgolden@akingump.com)>; [dnewman@akingump.com](mailto:dnewman@akingump.com); Moss, Naomi; Williams, Matt J.; Gillett, Gabriel K.; Chorba, Christopher; Weintraub, William P; Fox, Gregory W.  
**Cc:** Weisfelner, Edward S.; Steel, Howard S.  
**Subject:** RE: Motors - GUC Settlement (FRE 408)

External E-mail. Use caution accessing links or attachments.

---

SUBJECT TO FRE 408

All – attached please find the combined comments of GDC and Akin Gump to the Settlement Order and the Claims Estimate Order (clean and blackline to prior circulated versions). Please note that the

attached remains subject to the ongoing review and comment of our clients. Please let us know if you would like to discuss the attached.

**Keith Martorana**  
Of Counsel

**GIBSON DUNN**

Gibson, Dunn & Crutcher LLP  
200 Park Avenue, New York, NY 10166-0193  
Tel +1 212.351.3991 • Fax +1 212.351.6391  
KMartorana@gibsondunn.com • www.gibsondunn.com

---

\*\*\*\*\*  
The information contained in this electronic message may be legally privileged and confidential under applicable law, and is intended only for the use of the individual or entity named above. If the recipient of this message is not the above-named intended recipient, you are hereby notified that any dissemination, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify Brown Rudnick LLP, (617) 856-8200 (if dialing from outside the US, 001-(617)-856-8200) and purge the communication immediately without making any copy or distribution.

\*\*\*\*\*

---

This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.

---

\*\*\*\*\*  
The information contained in this electronic message may be legally privileged and confidential under applicable law, and is intended only for the use of the individual or entity named above. If the recipient of this message is not the above-named intended recipient, you are hereby notified that any dissemination, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify Brown Rudnick LLP, (617) 856-8200 (if dialing from outside the US, 001-(617)-856-8200) and purge the communication immediately without making any copy or distribution.

\*\*\*\*\*

\*\*\*\*\*  
This message was sent from Goodwin Procter LLP and is intended only for the designated recipient(s). It may contain confidential or proprietary information and may be subject to the attorney-client privilege or other confidentiality protections. If you are not a designated recipient, you may not review, copy or distribute this message. If you receive this in error, please notify the sender by reply e-mail and delete this message. Thank you.

\*\*\*\*\*



**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

X

In re:	Chapter 11
MOTORS LIQUIDATION COMPANY, et al.,	Case No.: 09-50026 (MG)
f/k/a General Motors Corp., et al.,	
Debtors.	(Jointly Administered)

X

**MOTION FOR ORDER APPROVING NOTICE  
PROCEDURES WITH RESPECT TO PROPOSED SETTLEMENT  
BY AND AMONG THE SIGNATORY PLAINTIFFS AND THE GUC TRUST**

The Ignition Switch Plaintiffs,<sup>1</sup> certain Non-Ignition Switch Plaintiffs,<sup>2</sup> certain Pre-Closing Accident Plaintiffs<sup>3</sup> (collectively, the “Signatory Plaintiffs”) and the Motors Liquidation Company GUC Trust (the “GUC Trust,” together with the Signatory Plaintiffs, the “Parties”) hereby submit this *Motion for Order Approving Notice Procedures with Respect to Proposed Settlement by and Among the Signatory Plaintiffs and the GUC Trust* (the “Motion”).

In support of this Motion, the Parties respectfully state as follows:

**PRELIMINARY STATEMENT**

1. On [ ], 2017, after good faith, arm’s-length negotiation, the Signatory Plaintiffs and the GUC Trust entered into the Settlement Agreement.

---

<sup>1</sup> The term “Ignition Switch Plaintiffs” shall mean those plaintiffs asserting economic loss claims or persons suffering economic losses who, as of July 10, 2009, owned or leased a vehicle with an ignition switch defect included in Recall No. 14V-047.

<sup>2</sup> The term “Non-Ignition Switch Plaintiffs” shall mean those plaintiffs asserting economic loss claims or persons suffering economic losses who, as of July 10, 2009, owned or leased a vehicle with defects in ignition switches, side airbags or power steering included in Recall Nos. 14V-355, 14V-394, 14V-400, 14V-346 and 14V-540, 14V-118 and 14V-153.

<sup>3</sup> The term “Pre-Closing Accident Plaintiffs” shall mean those plaintiffs asserting personal injury or wrongful death claims or persons who suffered a personal injury or wrongful death on or arising from an accident involving an Old GM vehicle that occurred prior to the closing of the Section 363 Sale. Collectively, all Ignition Switch Plaintiffs, Non-Ignition Switch Plaintiffs and Pre-Closing Accident Plaintiffs are referred to as “Plaintiffs.”

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT**

2. Following the Court's consideration and approval of this Motion, the Parties intend to file and serve (in the manner contemplated by the proposed Notice Procedures herein) a motion (the "**9019 Motion**") requesting the Court's approval of the Settlement Agreement and Claims Estimate Order.

3. The Settlement Agreement resolves numerous longstanding, disputed issues including, *inter alia*: (i) whether Plaintiffs should be granted authority to file late proofs of claim (and whether such authority can be granted solely on due process grounds); (ii) whether Plaintiffs' asserted claims are equitably moot; (iii) whether additional grounds exist to object to Plaintiffs' asserted claims; and (iv) the allowable amount of the Signatory Plaintiffs' claims (if any).

4. Generally, under the Settlement Agreement,<sup>4</sup> the GUC Trust agrees to irrevocably pay \$15,000,000 (the "**Settlement Amount**") into a trust, fund or other vehicle (the "**Settlement Fund**") for the exclusive benefit of Plaintiffs.

5. In exchange, all Plaintiffs, including those who did not execute the Settlement Agreement, are deemed to irrevocably waive and release all claims (other than those arising under the Settlement Agreement) against Old GM, the Old GM estate, the GUC Trust, the GUC Trust Administrator, holders of beneficial units in the GUC Trust (the "**Unitholders**") and the Motors Liquidation Company Avoidance Action Trust, including a release of any rights to prior or future distributions of or current GUC Trust assets and any rights to distributions by the Motors Liquidation Company Avoidance Action Trust.

---

<sup>4</sup> This summary of the Settlement Agreement is qualified in its entirety by the terms and provisions of the Settlement Agreement. To the extent that there are any inconsistencies between the description of the Settlement Agreement contained in the Motion and the terms and provisions of the Settlement Agreement, the Settlement Agreement shall control.

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT**

6. In addition, the GUC Trust agrees to provide assistance and cooperation in obtaining an order from the Court (the “**Claims Estimate Order**”): (i) finding that the estimated aggregate amount of Plaintiffs’ claims, together with all other allowed claims, against the estates exceed \$42 billion, triggering the provision of the Sale Agreement<sup>5</sup> requiring New GM to issue additional New GM common stock (the “**Adjustment Shares**”); and (ii) directing that those Adjustment Shares be promptly delivered to the Settlement Fund by New GM.

7. The Signatory Plaintiffs will establish an allocation methodology for subsequent distributions of the Settlement Fund to Plaintiffs, subject to notice and an opportunity for Plaintiffs to object. All Unitholders, all defendants in the action captioned *Official Committee of Unsecured Creditors of Motors Liquidation Co. v. JPMorgan Chase Bank, N.A. et al.*, Adv. Pro. No. 09-00504 (Bankr. S.D.N.Y. July 31, 2009) (the “**Term Loan Avoidance Action**”), and all holders of Allowed General Unsecured Claims, other than Plaintiffs, will be deemed to irrevocably waive and release any and all rights to these Adjustment Shares, as well as the Settlement Amount.

8. The Settlement Agreement does not contemplate the resolution of any claims of Plaintiffs against New GM, and Plaintiffs expressly reserve any claims against New GM. The Settlement Fund does not represent full and final satisfaction of any such claims and the Bankruptcy Court’s estimate of the aggregate allowed general unsecured claims in a Claims Estimate Order is not a cap on any such claims.

---

<sup>5</sup> See Second Amended and Restated Master Sale and Purchase Agreement, by and among General Motors Corporation, Saturn LLC, Saturn Distribution Corporation and Chevrolet-Saturn of Harlem, Inc., as Sellers, and NGMCO, Inc., as Purchaser, dated as of June 26, 2009 (the “**AMSPA**”), § 3.2(c).

***PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT***

9. As part of the Settlement Agreement, the Parties by this Motion, request that the Court enter an Order approving and establishing Notice Procedures for notice of the 9019 Motion.

**JURISDICTION**

10. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

11. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

**NOTICE PROCEDURES**

12. Pursuant to the Settlement Agreement, the Parties propose that they provide notice of the 9019 Motion, and the hearing date to consider approval of the Settlement Agreement and Claims Estimate Order, pursuant to the below "**Notice Procedures**:

- i. publication notice in the form attached hereto as **Exhibit B** by the following multimedia channels: USA Today National Edition Run-of Press, PR Newswire, on-line search advertising, on-line banner advertising, twitter advertising, and a settlement website;
- ii. notice by postcard in the form attached hereto as **Exhibit C** to: (A) all persons in the United States who, as of July 10, 2009, owned or leased a defective vehicle manufactured by Old GM included in the Recalls; and (B) all Pre-Closing Accident Plaintiffs who have filed a lawsuit against New GM as of the date of the Settlement Agreement;<sup>6</sup>
- iii. notice to all defendants in the Term Loan Avoidance Action via the Bankruptcy Court's ECF system and, to the extent a defendant is not registered to receive notice via the ECF system, via postcard in the form attached hereto as **Exhibit C**;
- iv. notice via DTC's LENSNOTICE system to holders of beneficial units of the GUC Trust; and
- v. notice via ECF to all entities, including New GM, that receive electronic notice from the Court's ECF system.

---

<sup>6</sup> The Parties request that the Court order New GM to turn over the names and addresses of individuals in category (ii).

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT**

13. Pursuant to the Settlement Agreement, the GUC Trust shall be responsible for funding the cost of the notice contemplated hereby, up to an amount of \$5,000,000 (the “Notice Cost Cap Amount”).<sup>7</sup> As described further below, the GUC Trust respectfully requests authority to “hold back” and reallocate for use up to \$5,000,000 from otherwise distributable assets of the GUC Trust for use in funding the Notice Procedures.

14. The Parties request that this Court: (i) schedule the hearing to consider approval of the 9019 Motion for [ ] , 2017 at [ ] (EST) (the “Hearing”); and (ii) establish [ ] , 2017 at [ ] (EST), as the deadline by which all responses and objections to the 9019 Motion must be filed and served.

15. The Parties respectfully submit that the foregoing Notice Procedures, and requested hearing date and objection deadline, will provide comprehensive notice to all affected parties of the terms and the relief to be sought at the hearing to consider approval of the 9019 Motion, and that no other or further notice is necessary or required.

**RELIEF REQUESTED**

16. By this Motion, the Parties respectfully request that the Court enter an order approving the Notice Procedures substantially in the form attached to this Motion as Exhibit A.

**BASIS FOR RELIEF**

17. Bankruptcy Code Section 105(a) provides a bankruptcy court with broad powers in its administration of a case. See 11 U.S.C. § 105(a) (“The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”). Pursuant to Section 105(a), the Bankruptcy Court has expansive equitable powers to achieve fairness and justice in the reorganization process. See, e.g., Croton River Club, Inc. v. Half Moon Bay

---

<sup>7</sup> Based upon proposals received from vendors, the cost of the notice contemplated hereby is approximately \$[\_\_\_\_\_].

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT**

Homeowners Ass'n (In re Croton River Club, Inc.), 52 F.3d 41 (2d Cir. 1994) (holding that bankruptcy courts have broad equity power to manage affairs of debtors).

18. In addition, the Court has the authority and discretion under Bankruptcy Code Section 105(d) to issue and prescribe procedures and conditions as the Court deems appropriate to ensure that matters before it are handled expeditiously and economically. See 11 U.S.C. § 105(d); In re Fletcher Int'l, Ltd., 536 B.R. 551, 560 (S.D.N.Y. 2015), aff'd, 661 F. App'x 124 (2d Cir. 2016). Under Bankruptcy Rule 2002, no less than 21 days' notice must be provided for proposed settlements under Bankruptcy Rule 9019.<sup>8</sup>

19. Entry of the Proposed Order is appropriate under Bankruptcy Code Sections 105(a) and 105(d), as complemented by Bankruptcy Rule 9019, because it will allow the Parties to: (i) comply with the terms of the Settlement Agreement (which specifically require the Parties to receive an order from this Court approving the Notice Procedures); and (ii) implement a process in which appropriate notice will be given to all relevant parties in interest so that this Court can consider the appropriateness of the 9019 Motion at the Hearing.

20. [CONSIDER ADDING MORE DETAIL ON THE NOTICING PROCESS AND WHY WE THINK IT IS SUFFICIENT. E.G. THAT SENDING FULL COPIES OF PLEADINGS WOULD COST TOO MUCH, KCC DID AN ANALYSIS OF WHAT WOULD MAXIMIZE NOTICE WHILE KEEPING COSTS REASONABLE UNDER THE CIRCUMSTANCES, ETC. SEE E.G. TAKATA MOTION FOR NOTICE PROCEDURES. ALSO CONSIDER NOTING HOW THESE PROCEDURES ARE SIMILAR TO WHAT IS BEING USED IN TAKATA].

---

<sup>8</sup> [NTD - 45 days was used in Takata at the recommendation of Prime Clerk. Does KCC recommend a 21 or 45 day period given the extensive mailing?].

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT**

21. As noted above, the GUC Trust shall be responsible for funding the cost of the Notice Procedures up to the Notice Cost Cap Amount. Pursuant to Section 6.1(b) of the Second Amended and Restated GUC Trust Agreement dated as of July 30, 2015 (the “GUC Trust Agreement”), the GUC Trust Administrator is afforded the flexibility to “hold back” from distributions (with the approval of FTI Consulting, Inc. as monitor of the GUC Trust (in such capacity, the “GUC Trust Monitor”))<sup>9</sup> otherwise distributable assets for the purposes of, among other things, funding fees, costs and expenses of the GUC Trust to the extent that such fees, costs and expenses are not otherwise contemplated by the GUC Trust’s budget. See GUC Trust Agreement § 6.1(b). The GUC Trust Agreement further permits the GUC Trust Administrator to seek Bankruptcy Court authority to reallocate and use the “held back” funds for the purposes of satisfying such fees, costs and expenses as incurred (such funds, as reallocated, “Other GUC Trust Administrative Cash”). *Id.* Section 6.13 of the GUC Trust Agreement provides that to the extent any “expenses, costs, liabilities, obligations or fees [are] incurred by the GUC Trust... in connection with the wind-down of the Debtors’ affairs... [such liabilities] shall be satisfied... from the applicable portion of Other GUC Trust Administrative Cash.” See GUC Trust Agreement § 6.13.

22. The GUC Trust’s agreement to pay up to \$5 million for the notice contemplated hereby is not currently budgeted by the GUC Trust and falls well within the types of “expenses, costs, liabilities, obligations or fees” that may be “held back” and reallocated for use by the GUC Trust pursuant to Section 6.13 of the GUC Trust Agreement. Accordingly, the GUC Trust submits that, pursuant to Section 6.1(b) of the GUC Trust Agreement, the request to reallocate up

---

<sup>9</sup> As required by Section 6.1 of the GUC Trust Agreement, the GUC Trust Administrator has consulted with the GUC Trust Monitor with respect to the proposed reallocation and use of distributable cash. GUC Trust Agreement § 6.1. The GUC Trust Monitor has indicated that it supports the relief requested herein.

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT**

to \$5 million of otherwise distributable assets for the purposes of funding the Notice Procedures is warranted.

**NOTICE**

23. Notice of this Motion has been provided to all entities that receive electronic notice from the Court's ECF system and otherwise in accordance with the *Sixth Amended Order Pursuant to 11 U.S.C. § 105(a) and Bankruptcy Rules 1015(c) and 9007 establishing Notice and Case Management Procedures*, dated May 5, 2011 (Bankr. Dkt. No. 10183).

24. No previous application for the relief sought in this Motion has been made to this or any other Court.

**CONCLUSION**

WHEREFORE the Parties respectfully request entry of the Proposed Order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and such other relief as is just and equitable.

Dated: July [ ], 2017  
New York, New York

Respectfully submitted,

/s/ Draft  
Edward S. Weisfelner  
Howard S. Steel  
BROWN RUDNICK LLP  
Seven Times Square  
New York, New York 10036  
Tel: 212-209-4800  
eweisfelner@brownrudnick.com  
hsteel@brownrudnick.com

Sander L. Esserman  
STUTZMAN, BROMBERG, ESSERMAN  
&PLIFKA, A PROFESSIONAL  
CORPORATION  
2323 Bryan Street, Ste 2200  
Dallas, Texas 75201  
Tel: 214-969-4900

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT**

esserman@sbep-law.com

*Designated Counsel for the Ignition Switch  
Plaintiffs and Certain Non-Ignition Switch  
Plaintiffs in the Bankruptcy Court*

Steve W. Berman (admitted *pro hac vice*)  
HAGENS BERMAN SOBOL SHAPIRO  
LLP  
1918 Eighth Avenue, Suite 3300  
Seattle, WA 98101  
Tel: 206-623-7292  
steve@hbsslaw.com

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, California 94111  
Tel: 414-956-1000  
ecabraser@lchb.com

*Co-Lead Counsel for the Ignition Switch  
Plaintiffs and Certain Non-Ignition Switch  
Plaintiffs in the MDL Court*

William P. Weintraub  
Gregory W. Fox  
GOODWIN PROCTER LLP  
The New York Times Building  
620 Eighth Avenue  
New York, New York 10018  
Tel: 212-813-8800  
wweintraub@goodwinlaw.com  
gfox@goodwinlaw.com

*Counsel to Those Certain Pre-Closing  
Accident Plaintiffs Represented By Hilliard  
Muñoz Gonzales L.L.P. and the Law Offices  
of Thomas J. Henry*

Robert Hilliard, Esq.  
HILLIARD MUÑOZ GONZALES LLP  
719 South Shoreline  
Suite 500

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT**

Corpus Christi, TX 78401  
Tel: 361-882-1612  
bobh@hmglawfirm.com

*Counsel to Certain Pre-Closing Accident  
Plaintiffs*

Thomas J. Henry, Esq.  
THE LAW OFFICES OF THOMAS J.  
HENRY  
4715 Fredricksburg, Suite 507  
San Antonio, TX 78229

*Counsel to Certain Pre-Closing Accident  
Plaintiffs*

Matthew Williams  
Keith R. Martorana  
Gabriel Gillett  
GIBSON, DUNN & CRUTCHER, LLP  
200 Park Avenue  
New York, New York 10166  
Tel: 212-351-400

*Counsel for Wilmington Trust Company, as  
Administrator and Trustee of the GUC Trust*

*PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT*

**EXHIBIT A**

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

X	
In re:	Chapter 11
MOTORS LIQUIDATION COMPANY, et al.,	Case No.: 09-50026 (MG)
f/k/a General Motors Corp., et al.,	
Debtors.	(Jointly Administered)
X	

**ORDER APPROVING NOTICE PROCEDURES  
WITH RESPECT TO PROPOSED SETTLEMENT BY AND  
AMONG THE SIGNATORY PLAINTIFFS AND THE GUC TRUST**

Upon the *Motion for Order Approving Notice Procedures with Respect to Proposed Settlement by and Among the Signatory Plaintiffs and the GUC Trust*, dated [ ], 2017 (the “Motion”),<sup>10</sup> of the Ignition Switch Plaintiffs, Certain Non-Ignition Switch Plaintiffs, Certain Pre-Closing Accident Plaintiffs and the GUC Trust (collectively the “Parties”) for approval of the Notice Procedures with respect to the 9019 Motion, all as more fully described in the Motion; and the Bankruptcy Court having considered the Motion; and a hearing on the Motion having been held before this Bankruptcy Court on \_\_\_\_\_, 2017 (the “Hearing”) to consider the relief requested in the Motion; and the Bankruptcy Court having found that it has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the Plan; and the Bankruptcy Court having considered the statements of counsel on the record of the Hearing and the filings of the parties in connection the Motion; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and upon the record of the Hearing; and it appearing that proper and adequate notice of the Motion has been given and that

---

<sup>10</sup> Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion.

**PRIVILEGED AND CONFIDENTIAL**  
**ATTORNEY WORK PRODUCT**  
**GDC/AG COMMENTS 7/28/2017**  
**DRAFT**

no other or further notice is necessary; and after due deliberation and sufficient cause appearing therefor, it is

**ORDERED** that the Motion is granted as set forth herein; and it is further

**ORDERED** that the Notice Procedures are approved; and it is further

**ORDERED** that notice of the 9019 Motion in accordance with the Notice Procedures will be sufficient and effective notice in satisfaction of federal and state due process requirements and other applicable law to put the parties in interest in these Chapter 11 cases, all Plaintiffs, and others on notice of the 9019 Motion; and it is further

**ORDERED** that, pursuant to Section 6.1(b) of the GUC Trust Agreement, the GUC Trust is authorized to reallocate and use up to \$5,000,000 of otherwise distributable assets to satisfy the costs of the Notice Procedures.

**ORDERED** that, no later than two (2) days after the entry of this Order, New GM shall turn over to the Parties the names and addresses of (A) all persons in the United States who, as of July 10, 2009, owned or leased a defective vehicle manufactured by Old GM included in the Recalls; and (B) all Pre-Closing Accident Plaintiffs who have filed a lawsuit against New GM as of the date of this Order;

**ORDERED** that, all responses and objections to the 9019 Motion must be filed and served so as to be received by [ ] , 2017 at [ ] (EST); and it is further

**ORDERED** that the hearing on the 9019 Motion shall take place in the Bankruptcy Court on [ ] , 2017 at [ ] (EST); and it is further

**ORDERED** that notice of the 9019 Motion as provided herein shall be deemed good and sufficient notice of the 9019 Motion; and it is further

*PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT*

**ORDERED** that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: \_\_\_\_\_, 2017  
New York, New York

---

THE HONORABLE MARTIN GLENN  
UNITED STATES BANKRUPTCY JUDGE

*PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT*

**EXHIBIT B**

**(Long Form Notice)**

*PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
GDC/AG COMMENTS 7/28/2017  
DRAFT*

**EXHIBIT C**

**(Short Form Postcard Notice)**



DRAFT  
GDC/AG COMMENTS 7/28/17

## United States Bankruptcy Court for the Southern District of New York

### NOTICE OF PROPOSED SETTLEMENT

**Subject to court approval of the settlement, current and former owners and lessees of certain General Motors vehicles that were subject to recalls listed below may have their rights affected by a settlement, including the release of claims, and may be entitled to a payment from the settlement.**

*The Bankruptcy Court authorized this Notice. This is not a solicitation from a lawyer.*

**If you are an Affected Person (as defined below), your legal rights may be affected whether you act or do not act.**

#### **Please Read this Notice Carefully**

This Notice provides information about a proposed settlement (the "Settlement") of claims in the bankruptcy cases titled *In re Motors Liquidation Company, et al., f/k/a General Motors Corp.*, Bankr. No. 09-50026, pending before Judge Martin Glenn of the United States Bankruptcy Court for the Southern District of New York (the "Old GM Bankruptcy Case") against the Motors Liquidation Company General Unsecured Creditors Trust (the "GUC Trust") by owners and lessees of General Motors Corporation ("Old GM") vehicles containing certain defective ignition switches, side airbags, or power steering that were included in certain National Highway Traffic Safety Administration ("NHTSA") recalls listed below. The claims include allegations that consumers overpaid when they bought cars with defects, and/or suffered personal injury or wrongful death based on or arising from an accident involving certain of these vehicles that occurred prior to July 10, 2009. A motion (the "Settlement Motion") seeking entry of an order approving the Settlement Agreement (the "Settlement Order") has been filed in the Bankruptcy Court, along with the Settlement Agreement, and can be found at the case website at [www.\\_\\_\\_\\_\\_com](http://www._____com) (the "Settlement Website").

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>The Settlement Agreement</b>	<ul style="list-style-type: none"><li>• Affected Persons can write to the Court about why you do not like the Settlement.</li><li>• More information about how to object can be found in paragraph _____ and at the Settlement Website at <a href="http://www._____com">www._____com</a>.</li><li>• The Court will hold a hearing on _____, 2017 at _____ to determine whether to approve the Settlement Agreement. Please note that the date and time of the hearing is subject to change without further notice other than an announcement on the Settlement Website.</li></ul>
---------------------------------	---

QUESTIONS? VISIT [WWW.\\_\\_\\_\\_\\_COM](http://www._____com)

010440-11 973164 V1

DRAFT  
GDC/AG COMMENTS 7/28/17

<b>Distributions</b>	<ul style="list-style-type: none"><li>The Settlement provides Affected Persons with the exclusive benefit of the Settlement Fund (defined below). Procedures for the administration and allocation to Affected Persons of the Settlement Fund, including criteria for Affected Persons to assert a claim against the Settlement Fund and the allocation methodology, will be established, subject to notice and an opportunity for Affected Persons to object.</li></ul>
----------------------	--

## WHAT THIS NOTICE CONTAINS

{INSERT TOC}

### BASIC INFORMATION

#### 1. What is this Notice and why should I read it?

This Notice is to inform you of the proposed Settlement of claims in the Old GM Bankruptcy Case. The Bankruptcy Court has scheduled a hearing on the Settlement Motion on [REDACTED], 2017 at [REDACTED] a.m./p.m. in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408, Courtroom 523. Please note that the date of the hearing may be changed without notice, other than an announcement on the Settlement Website. Affected Persons are encouraged to visit [www.\[REDACTED\].com](http://www.[REDACTED].com) for future updates.

This Notice explains the terms of the Settlement and your legal rights.

#### 2. What is the Settlement about?

In the Old GM Bankruptcy Case, Ignition Switch Plaintiffs<sup>1</sup> and certain Non-Ignition Switch Plaintiffs<sup>2</sup> sought leave to file late proposed class claims against the GUC Trust seeking relief for alleged economic losses related to Old GM's alleged concealment of serious safety defects in ignition switches, side airbags, and power steering. Certain Pre-Closing Accident Plaintiffs<sup>3</sup> have likewise sought leave to file late personal injury and wrongful death claims against the GUC Trust related to Old GM vehicles.

The Ignition Switch Plaintiffs, certain Non-Ignition Switch Plaintiffs, certain Pre-Closing Accident Plaintiffs (collectively, the "Signatory Plaintiffs"), and the GUC Trust (together with the Signatory Plaintiffs, the "Parties") negotiated the Settlement Agreement to resolve these claims, as well as the economic loss, personal injury or wrongful death claims that have been

<sup>1</sup> The term "Ignition Switch Plaintiffs" shall mean those plaintiffs asserting economic loss claims who, as of July 10, 2009, owned or leased a vehicle with an ignition switch defect included in Recall No. 14V-047.

<sup>2</sup> The term "Non-Ignition Switch Plaintiffs" shall mean those plaintiffs asserting economic loss claims who, as of July 10, 2009, owned or leased a vehicle with defects in ignition switches, side airbags or power steering included in Recall Nos. 14V-355, 14V-394, 14V-400, 14V-346 and 14V-540, 14V-118 and 14V-153.

<sup>3</sup> The term "Pre-Closing Accident Plaintiffs" shall mean those plaintiffs asserting personal injury or wrongful death claims based on or arising from an accident involving an Old GM vehicle that occurred prior to the closing of the Section 363 Sale.

QUESTIONS? VISIT [WWW.\[REDACTED\].COM](http://WWW.[REDACTED].COM)

DRAFT  
GDC/AG COMMENTS 7/28/17

or may be asserted by other parties against the GUC Trust (collectively with the Signatory Plaintiffs, the "Affected Persons").

The Settlement avoids the risk and cost of a trial, but still provides relief to the Affected Persons. The Signatory Plaintiffs and their attorneys think that the Settlement is in the best interests of Affected Persons and that it is fair, adequate, and reasonable.

### **WHO IS INCLUDED IN THE SETTLEMENT?**

To see if you are affected by the proposed Settlement, you first have to determine if you are an Affected Person.

#### **3. How do I know if I am part of the Settlement? What is the definition of Affected Person?**

If you fall under one of the categories below, you are an Affected Person whose claims against Old GM, the GUC Trust, the GUC Trust's current and previously distributed assets and certain other parties will be waived and released as part of the Settlement (and in lieu thereof will be entitled to assert your claims against Settlement Fund):

A. All persons in the United States who, as of July 10, 2009, owned or leased a vehicle manufactured by Old GM included in the following recalls:

(1) Delta Ignition Switch Vehicles included in Recall No. 14v047: 2005-2010: Chevy Cobalt, 2006-2011 Chevy HHR, 2007-2010 Pontiac G5, 2007-2010 Saturn Sky, 2003-2007 Saturn ION, and 2006-2010 Pontiac Solstice;

(2) Low Torque Ignition Switch Vehicles, which are included in Recall Nos. 14v355, 14v394, and 14v400: 2005-2009: Buick Lacrosse, 2006-2014 Chevrolet Impala, 2000-2005 Cadillac Deville, 2006-2011 Cadillac DTS, 2006-2011 Buick Lucerne, and 2006-2008 Chevrolet Monte Carlo; 2003-2014 Cadillac CTS and the 2004-2006 Cadillac SRX; and 1997-2005 Chevrolet Malibu, 2000-2005 Chevrolet Impala, 2000-2005 Chevrolet Monte Carlo, 2000-2005 Pontiac Grand Am, 2004-2008 Pontiac Grand Prix, 1998-2002 Oldsmobile Intrigue, and 1999-2004 Oldsmobile Alero;

(3) Other Vehicles with defective ignition switches in Recall Nos. 14V-346, and 14V-540: 2010-2014 Chevrolet Camaro, 2011-2013 Chevrolet Caprice, and 2008-2009 Pontiac G8;

(4) Side Airbag Defect Vehicles included in Recall No. 14v118: 2008-2013 Buick Enclave, 2009-2013 Chevrolet Traverse, 2008-2013 GMC Acadia, and 2008-2010 Saturn Outlook; and

(5) Power Steering Defect Vehicles included in Recall No. 14v153: 2004-2006 and 2008-2009 Chevrolet Malibu, 2004-2006 Chevrolet Malibu Maxx, 2009-2010 Chevrolet HHR, 2010 Chevrolet Cobalt, 2005-2006 and 2008-2009 Pontiac G6, 2004-2007 Saturn Ion, and 2008-2009 Saturn Aura.

B. All persons who have suffered personal injury or wrongful death claims based on or arising from an accident involving a vehicle subject to the foregoing recalls that occurred prior to July 10, 2009.

QUESTIONS? VISIT [WWW.GUC.COM](http://WWW.GUC.COM)

010440-11 973164 V1

DRAFT  
GDC/AG COMMENTS 7/28/17

## THE TERMS OF THE SETTLEMENT AGREEMENT

### 4. What am I giving up under the Settlement Agreement?

Under the proposed Settlement, each Affected Person will be deemed to have waived and released (the "Waiver") any claims that the Affected Person might otherwise directly or indirectly assert against the GUC Trust, the trust administrator of the GUC Trust, the current and previously distributed assets of the GUC Trust, the Motors Liquidation Company Avoidance Action Trust, the holders of beneficial units in the GUC Trust and certain other related parties (the "Released Parties").

If approved by the Bankruptcy Court, the Settlement will prohibit you from suing or being part of any other lawsuit or claim against the Released Parties that relate to the recalls, the Old GM Bankruptcy Case, or the multi-district litigation pending before Judge Furman in the United States District Court for the Southern District of New York, Case No. 14-md-2543 (JMF) (the "GM MDL"). The specifics of the Waiver are set out in more detail in the Settlement Agreement and proposed Settlement Order, which are posted at [www.gmrecallsettlement.com](http://www.gmrecallsettlement.com). The Settlement Agreement and proposed Settlement Order describe the Waiver in specific legal terminology. Talk to your own lawyer if you have questions about the Waiver or what it means.

Nothing in the Settlement Agreement or Settlement Order shall waive any claims that any Affected Person may have against General Motors LLC ("New GM") or constitute an election of remedies by any Affected Person.

### 5. What am I receiving under the Settlement Agreement?

The Settlement allows Affected Persons to assert claims against a Settlement Fund for administration and potential satisfaction. The Settlement Fund will consist of the Settlement Amount and may include the Adjustment Shares, as detailed below.

Neither the Settlement Fund nor the Adjustment Shares (nor any distribution thereof to any Affected Person) shall represent full and final satisfaction of any claim that any Affected Person may have against New GM, all of which claims are expressly reserved. The Bankruptcy Court's estimate of the aggregate allowed claims in the Claims Estimate Order shall not operate as a cap on any of the claims of any of the Affected Persons against New GM.

#### A. The Settlement Amount

In exchange for the Waiver, the GUC Trust will pay \$15,000,000 (the "Settlement Amount") to the Settlement Fund, subject to the Settlement Order becoming a final order (unless the GUC Trust waives the final order requirement).

#### B. The Adjustment Shares

The Amended Master Sale and Purchase Agreement pursuant to which New GM purchased substantially all of the assets of Old GM provides that if the Bankruptcy Court issues an order

QUESTIONS? VISIT [WWW.GMRECALLSETTLEMENT.COM](http://www.gmrecallsettlement.com)

010440-11 973164 V1

DRAFT  
GDC/AG COMMENTS 7/28/17

(“Claims Estimate Order”) finding that the estimated aggregate allowed general unsecured claims against the Old GM estate exceeds \$35 billion, then New GM must issue additional shares of New GM common stock (the “Adjustment Shares”). If the estimate reaches or exceeds \$42 billion, New GM must issue the maximum amount of Adjustment Shares (30 million shares).

As part of the Settlement Agreement, the GUC Trust, following a review of evidence and expert reports provided by the Signatory Plaintiffs, agreed to support entry of a Claims Estimate Order: (i) finding that the allowable amount of Affected Persons’ claims against the GUC Trust, when combined with all of the other allowed general unsecured claims against the Old GM bankruptcy estate, equals or exceeds \$42 billion, thus triggering the maximum amount of Adjustment Shares (30 million shares); and (ii) directing that the Adjustment Shares, or the value of the Adjustment Shares, be promptly delivered to the Settlement Fund by New GM.

The Parties have sought entry of the Claims Estimate Order as part of the Settlement Motion. The current value of 30 million shares of New GM common stock is approximately \$1.08 billion.

Regardless of whether the Claims Estimate Order is entered, the Settlement Agreement remains binding, including the Waiver and the payment of the Settlement Amount.

### C. How will the Settlement Fund be allocated and distributed?

The Settlement Fund is for the exclusive benefit of Affected Persons. The value of the Settlement Fund will be first allocated by the Lead Lawyers for the economic loss claims and the Lead Lawyers for the personal injury claims in the GM MDL. Thereafter, the economic loss lawyer lead counsel and the personal injury lawyer lead counsel will determine the specifics for distribution within each pool, including the criteria for determining eligibility for payment. Any agreement on the allocation process and the distribution procedure will be described at [www.\\_\\_\\_\\_\\_com](http://www._____com) when determined and Affected Persons will be provided with notice and an opportunity to object.

### LEGAL REPRESENTATION

#### 6. Do I have a lawyer in this case?

The counsel to the Signatory Plaintiffs, listed below, negotiated the Settlement Agreement and jointly filed the Settlement Motion. You will not be charged for services performed by this counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you want to contact the counsel for the Signatory Plaintiffs, they can be reached by sending an email to [info@\\_\\_\\_\\_\\_com](mailto:info@_____com) or as follows:

Steve W. Berman HAGENS BERMAN SOBOL SHAPIRO LLP 1918 Eighth Avenue, Suite 3300 Seattle, WA 98101 Telephone: (206) 623-7292	Robert C. Hilliard HILLIARD MUÑOZ GONZALES LLP 719 S Shoreline Blvd., # 500 Corpus Christi, TX 78401 Telephone: (361) 882-1612
--	--

QUESTIONS? VISIT [WWW.\\_\\_\\_\\_\\_COM](http://WWW._____COM)

DRAFT  
GDC/AG COMMENTS 7/28/17

steve@hbsslaw.com  Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN 275 Battery Street, 29th Floor San Francisco, California 94111 Telephone: (414) 956-1000 ecabraser@lchb.com Co-Lead Counsel for the Economic Loss Plaintiffs in the MDL Court  Edward S. Weisfelner BROWN RUDNICK LLP BROWN RUDNICK LLP Seven Times Square New York, New York 10036 Tel: 212-209-4800 eweisfelner@brownrudnick.com  Sander L. Esserman STUTZMAN, BROMBERG, ESSERMAN & PLIFKA, P.C. 2323 Bryan Street, Ste 2200 Dallas, Texas 75201 Tel: 214-969-4900 esserman@sbeplaw.com  Designated Counsel for the Economic Loss Plaintiffs in the Bankruptcy Court	bobh@hmglawfirm.com  Counsel for Certain Pre-Closing Accident Plaintiffs  Thomas J. Henry, Esq. THE LAW OFFICES OF THOMAS J. HENRY 4715 Fredricksburg, Suite 507 San Antonio, TX 78229  Counsel for Certain Pre-Closing Accident Plaintiffs  William P. Weintraub GOODWIN PROCTER LLP The New York Times Building 620 Eighth Avenue New York, New York 10018 Tel: 212-813-8800 wweintraub@goodwinlaw.com  Counsel to Those Certain Pre-Closing Accident Plaintiffs Represented By Hilliard Muñoz Gonzales L.L.P. and the Law Offices of Thomas J. Henry
---	--

**7. How will the lawyers be paid?**

Procedures for the payment of attorneys' fees for counsel to the Signatory Plaintiffs from the Settlement Fund will be established, subject to notice and an opportunity for Affected Persons to object.

**OBJECTING TO THE SETTLEMENT**

**8. How do I tell the Court I do not like the Settlement?**

If you are an Affected Person, you can object to the proposed Settlement if you don't like it. You can give reasons why you think the Court should not approve any or all of these items, and the Court will consider your views.

To object, you must file your objection with the Court. To be timely, your objection must be filed with the Court by no later than \_\_\_\_\_, 2017 at 4:00 p.m. (Eastern Time) at the following addresses:

QUESTIONS? VISIT WWW.\_\_\_\_\_ .COM

DRAFT  
GDC/AG COMMENTS 7/28/17

<b>The Court</b>	Judge Martin Glenn  United States Bankruptcy Court for the Southern District of New York One Bowling Green New York, NY 10004-1408 Courtroom: 523
------------------	--

**NOTE:** You may mail your objection to the Court, but it must be received by the Court and filed by [REDACTED], 2017, at 4:00 p.m. (Eastern Time). See [www.\[REDACTED\].com](http://www.[REDACTED].com) for more information on how to object to the Settlement.

#### **THE COURT'S SETTLEMENT APPROVAL HEARING**

##### **9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a hearing to decide whether to approve the proposed Settlement. The hearing will be on [REDACTED], 2017, at [REDACTED]:[REDACTED]m. before Judge Martin Glenn, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408, Courtroom 523. Please note that the date of the hearing may be changed without notice other than an announcement on the Settlement Website. Affected Persons are encouraged to visit [www.\[REDACTED\].com](http://www.[REDACTED].com) for future updates.

At the hearing, the Court will consider whether the proposed Settlement and all of its terms falls within the range of reasonableness required for approval of the Settlement. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the hearing and have complied with the other requirements for objections explained in Section [REDACTED].

At or after the hearing, the Court will decide whether to approve the proposed Settlement. There may be appeals after that. There is no set timeline for either the Court's final approval decision, or for any appeals that may be brought from that decision, so it is impossible to know exactly when and if the Settlement will become final.

The Court may change deadlines listed in this Notice without further notice. To keep up on any changes in the deadlines, please visit [www.\[REDACTED\].com](http://www.[REDACTED].com).

##### **10. Do I have to go to the hearing?**

Counsel to the Signatory Plaintiffs will appear at the hearing in support of the Settlement and will answer any questions asked by the Court.

If you send an objection, you don't have to come to Court to talk about it. So long as you filed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

##### **11. May I speak at the hearing?**

Yes. If you submitted a proper written objection to the Settlement, you or your lawyer may, at your own expense, come to the hearing and speak.

QUESTIONS? VISIT [WWW.\[REDACTED\].COM](http://www.[REDACTED].com)

DRAFT  
GDC/AG COMMENTS 7/28/17

## GETTING MORE INFORMATION

### 12. How do I get more information about the Settlement?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement and proposed Settlement Order, available at [www.liquidationdocket.com](http://www.liquidationdocket.com).

YOU MAY OBTAIN ADDITIONAL INFORMATION BY	
VISITING THE SETTLEMENT WEBSITE	Please go to <a href="http://www.liquidationdocket.com">www.liquidationdocket.com</a> , where you will find answers to common questions and other detailed information to help you.
REVIEWING LEGAL DOCUMENTS	You can review the legal documents that have been filed with the Clerk of Court in these cases at: United States Bankruptcy Court for the Southern District of New York One Bowling Green New York, NY 10004-1408.  You can access the Court dockets in these cases through the court documents and claims register website at <a href="http://www.motorsliquidationdocket.com/">http://www.motorsliquidationdocket.com/</a> or through the Court's Public Access to Court Electronic Records (PACER) system at <a href="https://ecf.cand.uscourts.gov">https://ecf.cand.uscourts.gov</a> .

**PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THE LAWSUITS, THE SETTLEMENT, OR THIS NOTICE.**

QUESTIONS? VISIT [WWW.LIQUIDATIONDOCKET.COM](http://www.liquidationdocket.com)

010440-11 973164 V1



DRAFT  
GDC/AG COMMENTS 7/28/17

**Important Court-Approved Legal Notice from the United States  
Bankruptcy Court for the Southern District of New York**

**Subject to court approval, current and former owners and lessees of  
certain General Motors vehicles subject to recalls listed below may  
have their rights affected by a settlement, including the release of  
claims, and may be entitled to a payment from the settlement.**

A proposed settlement (the “Settlement”) has been reached with respect to claims of owners and lessees of General Motors Corporation (“Old GM”) vehicles containing defective ignition switches, side airbags, or power steering included in the following recalls: 14V-047, 4V-355, 14V-394, 14V-400, 14V-346, 14V-540, 14V-118 and 14V-153 (the “Recalls”). The claims include allegations that consumers overpaid when they bought cars with defects, and/or suffered personal injury or wrongful death based on or arising from an accident involving certain of these vehicles that occurred prior to July 10, 2009. A motion seeking entry of an order approving the Settlement (the “Settlement Order”) has been filed in the Bankruptcy Court and can be found, along with the Settlement Agreement, at the case website at [www.\\_\\_\\_\\_\\_com](http://www._____com). (the “Settlement Website”). The purpose of this notice is to inform you of the proposed Settlement and your legal rights.

**Who is Included? General Motors LLC’s (“New GM”) records indicate that you may be affected by the Settlement or the Settlement Order.** If the Settlement is approved by the Bankruptcy Court, persons in the United States who, as of July 10, 2009, owned or leased a vehicle manufactured by Old GM included in the Recalls (“Affected Persons”) will have their claims (if any) against the GUC Trust, its current and previously distributed assets, and certain other parties waived and released. In lieu thereof, such persons will be entitled to assert their claims against a newly created trust, fund or other vehicle (the “Settlement Fund”) established to hold the proceeds of the Settlement and may be eligible for a cash distribution from the Settlement Fund. A complete list of the cars currently included in the Settlement is posted on the Settlement Website.

**What are the Settlement Terms?** Under the proposed Settlement, each Affected Person will be deemed to provide a waiver and release of any claims they might otherwise directly or indirectly assert against the GUC Trust, the trust administrator of the GUC Trust, the past and present assets of the GUC Trust, the Motors Liquidation Company Avoidance Action Trust and/or the holders of beneficial units in the GUC Trust. In exchange, the GUC Trust will pay \$15 million into the Settlement Fund and support entry of an order estimating the aggregate allowed claims against the Old GM bankruptcy estate, including all Affected Persons’ claims, at no less than \$42 billion (the “Claims Estimate Order”). If the Claims Estimate Order is entered, New GM may be required to issue up to 30 million shares of New GM common stock to the Settlement Fund. The current value of 30 million shares of New GM common stock is approximately \$1.08 billion. For further details about the Settlement, including the relief, eligibility, allocation, and release of claims, you can review the Settlement Agreement and the proposed Settlement Order at the Settlement Website.

DRAFT  
GDC/AG COMMENTS 7/28/17

**How Can I Get a Payment?** With the assistance of a court-appointed mediator, the Lead Lawyers for the economic loss claims and the Lead Lawyers for certain of the personal injury claims in the GM MDL (as that term is defined in the Settlement Agreement) will allocate the value of the Settlement Fund and determine the specifics for distribution within each pool. Information on allocation, including objection and distribution procedures, will be provided on the Settlement Website.

**Your Other Options.** You can object to the proposed Settlement. The Long Form Notice available on the Settlement Website listed below explains how to object to the Settlement Motion. The Court will hold a hearing on \_\_\_\_\_, 2017 at \_\_\_\_\_[a][p]m to consider whether to approve the Settlement. You may appear at the hearing, either yourself or through an attorney hired by you, but you do not have to. Please note that the date and time of the hearing is subject to change without further notice other than an announcement on the Settlement Website. For more information, call or visit the Settlement Website below.

1-8xx-xxx-xxxx

www.\_\_\_\_\_ .com

[On the back of the postcard will be the plaintiff's name and address, and court logo:]

Court-Approved Settlement Notice



Plaintiff John Doe  
123 45<sup>th</sup> Street  
Anytown, USA. \_\_\_\_\_

General Motors Bankruptcy Settlement Information [or something like that]



**PRIVILEGED AND CONFIDENTIAL**  
**ATTORNEY WORK PRODUCT**  
**BR DRAFT GDC/AG COMMENTS 7/25/28/2017**  
**DRAFT**

**UNITED STATES BANKRUPTCY COURT**  
**SOUTHERN DISTRICT OF NEW YORK**

-----X-----  
In re: : Chapter 11  
MOTORS LIQUIDATION COMPANY, et al., : Case No.: 09-50026 (MG)  
f/k/a General Motors Corp., et al., :  
Debtors. : (Jointly Administered)  
-----X-----

**MOTION FOR ORDER APPROVING NOTICE**  
**PROCEDURES WITH RESPECT TO PROPOSED SETTLEMENT**  
**BY AND AMONG THE SIGNATORY PLAINTIFFS AND THE GUC**  
**TRUST**

The Ignition Switch Plaintiffs,<sup>1</sup> certain Non-Ignition Switch Plaintiffs,<sup>2</sup> certain Pre-Closing Accident Plaintiffs<sup>3</sup> (collectively, the “**Signatory Plaintiffs**”) and the Motors Liquidation Company GUC Trust (the “**GUC Trust**,” together with the Signatory Plaintiffs, the “**Parties**”) hereby submit this *Motion for Entry of Order Approving Notice Procedures with Respect to Proposed Settlement by and Among the Signatory Plaintiffs and the GUC Trust* (the “**Motion**”). In support of this Motion, the Parties respectfully state as follows:

**PRELIMINARY STATEMENT**

- 
- 1 The term “**Ignition Switch Plaintiffs**” shall mean those plaintiffs asserting economic loss claims or persons suffering economic losses who, as of November 30, July 10, 2009, owned or leased a vehicle with an ignition switch defect included in Recall No. 14V-047.
  - 2 The term “**Non-Ignition Switch Plaintiffs**” shall mean those plaintiffs asserting economic loss claims or persons suffering economic losses who, as of November 30, July 10, 2009, owned or leased a vehicle with defects in ignition switches, side airbags or power steering included in Recall Nos. 14V-355, 14V-394, 14V-400, 14V-346 and 14V-540, 14V-118 and 14V-153.
  - 3 The term “**Pre-Closing Accident Plaintiffs**” shall mean those plaintiffs asserting personal injury or wrongful death claims based on persons who suffered a personal injury or wrongful death on or arising from an accident involving an Old GM vehicle that occurred prior to the closing of the Section 363 Sale. Collectively, all Ignition Switch Plaintiffs, Non-Ignition Switch Plaintiffs and Pre-Closing Accident Plaintiffs are referred to as “**Plaintiffs**.”

***PRIVILEGED AND CONFIDENTIAL***  
***ATTORNEY WORK PRODUCT***  
***BR-DRAFTGDC/AG COMMENTS 7/25/28/2017***  
***DRAFT***

1. On [REDACTED], 2017, after good faith, arm's-length negotiation, the Signatory Plaintiffs and the GUC Trust entered into the Settlement Agreement.

2. Following the Court's consideration and approval of this Motion, the Parties intend to file and serve (in the manner contemplated by the proposed Notice Procedures herein) a motion (the "**2019 Motion**") requesting the Court's approval of the Settlement Agreement and Claims Estimate Order.

3. The Settlement Agreement resolves numerous longstanding, disputed issues including, *inter alia*: (i) whether Plaintiffs should be granted authority to file late proofs of claim (and whether such authority can be granted solely on due process grounds); (ii) whether Plaintiffs' asserted claims are equitably moot; (iii) whether additional grounds exist to object to Plaintiffs' asserted claims; and (iv) the allowable amount of the Signatory Plaintiffs' claims (if any).

4. Generally, under the Settlement Agreement,<sup>4</sup> the GUC Trust agrees to irrevocably pay [\$15,000,000] (the "**Settlement Amount**") into a trust, fund or other vehicle (the "**Settlement Fund**") for the exclusive benefit of Plaintiffs.

5. In exchange, all Plaintiffs, including those who did not execute the Settlement Agreement, are deemed to irrevocably waive and release all claims (other than those arising under the Settlement Agreement) against Old GM, the Old GM estate, the GUC Trust, the GUC Trust Administrator, holders of beneficial units in the GUC Trust (the "**Unitholders**") and the Motors Liquidation Company Avoidance Action Trust, including a release of any rights to prior or future distributions of or current GUC Trust assets and any rights to distributions by the Motors Liquidation Company Avoidance Action Trust.

---

<sup>4</sup> This summary of the Settlement Agreement is qualified in its entirety by the terms and provisions of the Settlement Agreement. To the extent that there are any inconsistencies between the description of the Settlement

**PRIVILEGED AND CONFIDENTIAL**  
**ATTORNEY WORK PRODUCT**  
**BR DRAFTGDC/AG COMMENTS 7/25/2017**  
**DRAFT**

6. In addition, the GUC Trust agrees to provide assistance and cooperation in obtaining an order from the Court (the “Claims Estimate Order”): (i) finding that the estimated aggregate amount of Plaintiffs’ claims, together with all other allowed claims, against the estates exceed \$42 billion, triggering the provision of the Sale Agreement<sup>5</sup> requiring New GM to issue additional New GM common stock (the “Adjustment Shares”); and (ii) directing that those Adjustment Shares be promptly delivered to the Settlement Fund by New GM.

7. The Signatory Plaintiffs will establish an allocation methodology for subsequent distributions of the Settlement Fund to Plaintiffs, subject to notice and an opportunity for Plaintiffs to object. All Unitholders, all defendants in the action captioned *Official Committee of Unsecured Creditors of Motors Liquidation Co. v. JPMorgan Chase Bank, N.A. et al.*, Adv. Pro. No. 09-00504 (Bankr. S.D.N.Y. July 31, 2009) (the “Term Loan Avoidance Action”), and all holders of Allowed General Unsecured Claims, other than Plaintiffs, will be deemed to irrevocably waive and release any and all rights to these Adjustment Shares, as well as the Settlement Amount.

8. The Settlement Agreement does not contemplate the resolution of any claims of Plaintiffs against New GM, and Plaintiffs expressly reserve any claims against New GM. The Settlement Fund does not represent full and final satisfaction of any such claims and the Bankruptcy Court’s estimate of the aggregate allowed general unsecured claims in a Claims Estimate Order is not a cap on any such claims.

9. As part of the Settlement Agreement, the Parties by this Motion, request that the Court enter an Order approving and establishing Notice Procedures for notice of the 9019 Motion.

---

Agreement contained in the Motion and the terms and provisions of the Settlement Agreement, the Settlement Agreement shall control.

<sup>5</sup> See *Second Amended and Restated Master Sale and Purchase Agreement, by and among General Motors Corporation, Saturn LLC, Saturn Distribution Corporation and Chevrolet-Saturn of Harlem, Inc., as Sellers, and NGMCO, Inc., as Purchaser*, dated as of June 26, 2009 (the “AMSPA”), § 3.2(c).

**PRIVILEGED AND CONFIDENTIAL**  
**ATTORNEY WORK PRODUCT**  
**BR-DRAFTGDC/AG COMMENTS 7/25/2017**  
**DRAFT**

**JURISDICTION**

10. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334.

This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

11. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

**NOTICE PROCEDURES**

12. Pursuant to the Settlement Agreement, the Parties propose that they provide notice of the 9019 Motion, and the hearing date to consider approval of the Settlement Agreement and Claims Estimate Order, pursuant to the below "Notice Procedures":

- i. publication notice in the form attached hereto as Exhibit B by the following multimedia channels: USA Today National Edition Run-of Press, PR Newswire, on-line search advertising, on-line banner advertising, twitter advertising, and a settlement website (which, for the avoidance of doubt, may be the GUC Trust's website at [www.mleguetrust.com](http://www.mleguetrust.com));
- ii. notice by postcard in the form attached hereto as Exhibit C to: (A) all persons in the United States who, as of November 30, July 10, 2009, owned or leased a defective vehicle manufactured by Old GM included in the Recalls; and (B) all Pre-Closing Accident Plaintiffs who have filed a lawsuit against New GM as of the date of this the Settlement Agreement;<sup>6</sup>
- iii. notice to all defendants in the Term Loan Avoidance Action via the Bankruptcy Court's ECF system and, to the extent a defendant is not registered to receive notice via the ECF system, via postcard in the form attached hereto as Exhibit C;
- iv. notice via DTC's LENSNOTICE system to holders of beneficial units of the GUC Trust; and
- v. notice via ECF to all entities, including New GM, that receive electronic notice from the Court's ECF system.

13. Pursuant to the Settlement Agreement, the GUC Trust shall be responsible for funding the cost of the notice contemplated hereby, up to an amount of \$5,000,000 (the "Notice

<sup>6</sup> The Parties request that the Court order New GM to turn over the names and addresses of individuals in category (ii).

***PRIVILEGED AND CONFIDENTIAL***  
***ATTORNEY WORK PRODUCT***  
***BR DRAFTGDC/AG COMMENTS 7/25/28/2017***  
***DRAFT***

Cost Cap Amount<sup>7</sup>).<sup>7</sup> As described further below, the GUC Trust respectfully requests authority to “hold back” and reallocate for use up to \$5,000,000 from otherwise distributable assets of the GUC Trust for use in funding the Notice Procedures.

14. 13.—The Parties request that this Court: (i) schedule the hearing to consider approval of the 9019 Motion for [ ] 2017 at [ ] (EST) (the “Hearing”); and (ii) establish [ ] 2017 at [ ] (EST), as the deadline by which all responses and objections to the 9019 Motion must be filed and served.

15. 14.—The Parties respectfully submit that the foregoing Notice Procedures, and requested hearing date and objection deadline, will provide comprehensive notice to all affected parties of the terms and the relief to be sought at the hearing to consider approval of the 9019 Motion, and that no other or further notice is necessary or required.

#### **RELIEF REQUESTED**

16. 15.—By this Motion, the Parties respectfully request that the Court enter an order approving the Notice Procedures substantially in the form attached to this Motion as Exhibit A.

#### **BASIS FOR RELIEF**

17. 16.—Bankruptcy Code Section 105(a) provides a bankruptcy court with broad powers in its administration of a case. See 11 U.S.C. § 105(a) (“The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”). Pursuant to Section 105(a), the Bankruptcy Court has expansive equitable powers to achieve fairness and justice in the reorganization process. See, e.g., Croton River Club, Inc. v. Half Moon Bay Homeowners Ass’n (In re Croton River Club, Inc.), 52 F.3d 41 (2d Cir. 1994) (holding that bankruptcy courts have broad equity power to manage affairs of debtors).

---

<sup>7</sup> Based upon proposals received from vendors, the cost of the notice contemplated hereby is approximately \$[ ] 1.

***PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
BR DRAFT GDC/AG COMMENTS 7/25/2017  
DRAFT***

18. 17. In addition, the Court has the authority and discretion under Bankruptcy Code Section 105(d) to issue and prescribe procedures and conditions as the Court deems appropriate to ensure that matters before it are handled expeditiously and economically. See 11 U.S.C. § 105(d); In re Fletcher Int'l, Ltd., 536 B.R. 551, 560 (S.D.N.Y. 2015), aff'd, 661 F. App'x 124 (2d Cir. 2016). Under Bankruptcy Rule 2002, no less than 21 days' notice must be provided for proposed settlements under Bankruptcy Rule 9019.<sup>8</sup>

19. 18. Entry of the Proposed Order is appropriate under Bankruptcy Code Sections 105(a) and 105(d), as complemented by Bankruptcy Rule 9019, because it will allow the Parties to: (i) comply with the terms of the Settlement Agreement (which specifically require the Parties to receive an order from this Court approving the Notice Procedures); and (ii) implement a process in which appropriate notice will be given to all relevant parties in interest so that this Court can consider the appropriateness of the 9019 Motion at the Hearing.

20. [CONSIDER ADDING MORE DETAIL ON THE NOTICING PROCESS AND WHY WE THINK IT IS SUFFICIENT. E.G. THAT SENDING FULL COPIES OF PLEADINGS WOULD COST TOO MUCH, KCC DID AN ANALYSIS OF WHAT WOULD MAXIMIZE NOTICE WHILE KEEPING COSTS REASONABLE UNDER THE CIRCUMSTANCES, ETC. SEE E.G. TAKATA MOTION FOR NOTICE PROCEDURES. ALSO CONSIDER NOTING HOW THESE PROCEDURES ARE SIMILAR TO WHAT IS BEING USED IN TAKATA].

21. As noted above, the GUC Trust shall be responsible for funding the cost of the Notice Procedures up to the Notice Cost Cap Amount. Pursuant to Section 6.1(b) of the Second Amended and Restated GUC Trust Agreement dated as of July 30, 2015 (the "GUC Trust

8

[NTD – 45 days was used in Takata at the recommendation of Prime Clerk. Does KCC recommend a 21 or 45 day period given the

**PRIVILEGED AND CONFIDENTIAL**  
**ATTORNEY WORK PRODUCT**  
**BR DRAFTGDC/AG COMMENTS 7/25/2017**  
**DRAFT**

Agreement”), the GUC Trust Administrator is afforded the flexibility to “hold back” from distributions (with the approval of FTI Consulting, Inc. as monitor of the GUC Trust (in such capacity, the “**GUC Trust Monitor**”))<sup>9</sup> otherwise distributable assets for the purposes of, among other things, funding fees, costs and expenses of the GUC Trust to the extent that such fees, costs and expenses are not otherwise contemplated by the GUC Trust’s budget. *See GUC Trust Agreement* § 6.1(b). The GUC Trust Agreement further permits the GUC Trust Administrator to seek Bankruptcy Court authority to reallocate and use the “held back” funds for the purposes of satisfying such fees, costs and expenses as incurred (such funds, as reallocated, “**Other GUC Trust Administrative Cash**”). *Id.* Section 6.13 of the GUC Trust Agreement provides that to the extent any “expenses, costs, liabilities, obligations or fees [are] incurred by the GUC Trust... in connection with the wind-down of the Debtors’ affairs... [such liabilities] shall be satisfied... from the applicable portion of Other GUC Trust Administrative Cash.” *See GUC Trust Agreement* § 6.13.

22. The GUC Trust’s agreement to pay up to \$5 million for the notice contemplated hereby is not currently budgeted by the GUC Trust and falls well within the types of “expenses, costs, liabilities, obligations or fees” that may be “held back” and reallocated for use by the GUC Trust pursuant to Section 6.13 of the GUC Trust Agreement. Accordingly, the GUC Trust submits that, pursuant to Section 6.1(b) of the GUC Trust Agreement, the request to reallocate up to \$5 million of otherwise distributable assets for the purposes of funding the Notice Procedures is warranted.

**NOTICE**

---

extensive mailing?].

***PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
BR-DRAFTGDC/AG COMMENTS 7/25/2017  
DRAFT***

23. 19. Notice of this Motion has been provided to all entities that receive electronic notice from the Court's ECF system—and otherwise in accordance with the Sixth Amended Order Pursuant to 11 U.S.C. § 105(a) and Bankruptcy Rules 1015(c) and 9007 establishing Notice and Case Management Procedures, dated May 5, 2011 (Bankr. Dkt. No. 10183).

24. 20. No previous application for the relief sought in this Motion has been made to this or any other Court.

**CONCLUSION**

WHEREFORE the Parties respectfully request entry of the Proposed Order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and such other relief as is just and equitable.

Dated: July [ ], 2017  
New York, New York

Respectfully submitted,

/s/ Draft  
Edward S. Weisfelner  
Howard S. Steel  
BROWN RUDNICK LLP  
Seven Times Square  
New York, New York 10036  
Tel: 212-209-4800  
eweisfelner@brownrudnick.com  
hsteel@brownrudnick.com

Sander L. Esserman  
STUTZMAN, BROMBERG, ESSERMAN  
&PLIFKA, A PROFESSIONAL  
CORPORATION  
2323 Bryan Street, Ste 2200  
Dallas, Texas 75201  
Tel: 214-969-4900  
esserman@sbeplaw.com

*Designated Counsel for the Ignition Switch*

---

<sup>9</sup> As required by Section 6.1 of the GUC Trust Agreement, the GUC Trust Administrator has consulted with the GUC Trust Monitor with respect to the proposed reallocation and use of distributable cash. GUC Trust Agreement § 6.1. The GUC Trust Monitor has indicated that it supports the relief requested herein.

**PRIVILEGED AND CONFIDENTIAL**  
**ATTORNEY WORK PRODUCT**  
**BR DRAFT GDC/AG COMMENTS 7/25/28/2017**  
**DRAFT**

*Plaintiffs and Certain Non-Ignition Switch  
Plaintiffs in the Bankruptcy Court*

Steve W. Berman (admitted *pro hac vice*)  
HAGENS BERMAN SOBOL SHAPIRO  
LLP  
1918 Eighth Avenue, Suite 3300  
Seattle, WA 98101  
Tel: 206-623-7292  
steve@hbsslaw.com

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, California 94111  
Tel: 414-956-1000  
ecabraser@lchb.com

*Co-Lead Counsel for the Ignition Switch  
Plaintiffs and Certain Non-Ignition Switch  
Plaintiffs in the MDL Court*

William P. Weintraub  
Gregory W. Fox  
GOODWIN PROCTER LLP  
The New York Times Building  
620 Eighth Avenue  
New York, New York 10018  
Tel: 212-813-8800  
wweintraub@goodwinlaw.com  
gfox@goodwinlaw.com

*Counsel to Those Certain Pre-Closing  
Accident Plaintiffs Represented By Hilliard  
Muñoz Gonzales L.L.P. and the Law Offices  
of Thomas J. Henry*

Robert Hilliard, Esq.  
HILLIARD MUÑOZ GONZALES LLP  
719 South Shoreline  
Suite 500  
Corpus Christi, TX 78401  
Tel: 361-882-1612  
bobh@hmglawfirm.com

***PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
~~BR DRAFT GDC/AG COMMENTS 7/25/28/2017~~  
DRAFT***

*Counsel to Certain Pre-Closing Accident  
Plaintiffs*

Thomas J. Henry, Esq.  
THE LAW OFFICES OF THOMAS J.  
HENRY  
4715 Fredricksburg, Suite 507  
San Antonio, TX 78229

*Counsel to Certain Pre-Closing Accident  
Plaintiffs*

Matthew Williams  
Keith R. Martorana  
Gabriel Gillett  
GIBSON, DUNN & CRUTCHER, LLP  
200 Park Avenue  
New York, New York 10166  
Tel: 212-351-400

*Counsel for Wilmington Trust Company, as  
Administrator and Trustee of the GUC Trust*

*PRIVILEGED AND CONFIDENTIAL*  
*ATTORNEY WORK PRODUCT*  
*BR-DRAFTGDC/AG COMMENTS 7/25/2017*  
*DRAFT*

**EXHIBIT A**

**PRIVILEGED AND CONFIDENTIAL**  
**ATTORNEY WORK PRODUCT**  
**BR DRAFT GDC/AG COMMENTS 7/25/28/2017**  
**DRAFT**

**UNITED STATES BANKRUPTCY COURT**  
**SOUTHERN DISTRICT OF NEW YORK**

-----  
X  
In re: : Chapter 11  
MOTORS LIQUIDATION COMPANY, et al., : Case No.: 09-50026 (MG)  
f/k/a General Motors Corp., et al., :  
Debtors. : (Jointly Administered)  
-----  
X

**ORDER APPROVING NOTICE PROCEDURES**  
**WITH RESPECT TO PROPOSED SETTLEMENT BY AND**  
**AMONG THE SIGNATORY PLAINTIFFS AND THE GUC TRUST**

Upon the *Motion for Order Approving Notice Procedures with Respect to Proposed Settlement by and Among the Signatory Plaintiffs and the GUC Trust*, dated [ ], 2017 (the “Motion”),<sup>710</sup> of the Ignition Switch Plaintiffs, Certain Non-Ignition Switch Plaintiffs, Certain Pre-Closing Accident Plaintiffs and the GUC Trust (collectively the “Parties”) for approval of the Notice Procedures with respect to the 9019 Motion, all as more fully described in the Motion; and the Bankruptcy Court having considered the Motion; and a hearing on the Motion having been held before this Bankruptcy Court on \_\_\_\_\_, 2017 (the “Hearing”) to consider the relief requested in the Motion; and the Bankruptcy Court having found that it has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the Plan; and the Bankruptcy Court having considered the statements of counsel on the record of the Hearing and the filings of the parties in connection the Motion; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and upon the record of the Hearing; and it

---

<sup>710</sup> Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion.

**PRIVILEGED AND CONFIDENTIAL**  
**ATTORNEY WORK PRODUCT**  
**BR DRAFT GDC/AG COMMENTS 7/25/2017**  
**DRAFT**

appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation and sufficient cause appearing therefor, it is

**ORDERED** that the Motion is granted as set forth herein; and it is further

**ORDERED** that the Notice Procedures are approved; and it is further

**ORDERED** that notice of the 9019 Motion in accordance with the Notice Procedures will be sufficient and effective notice in satisfaction of federal and state due process requirements and other applicable law to put the parties in interest in these Chapter 11 cases, all Plaintiffs, and others on notice of the 9019 Motion; and it is further

**ORDERED** that, pursuant to Section 6.1(b) of the GUC Trust Agreement, the GUC Trust is authorized to reallocate and use up to \$5,000,000 of otherwise distributable assets to satisfy the costs of the Notice Procedures.

**ORDERED** that, no later than two (2) days after the entry of this Order, New GM shall turn over to the Parties the names and addresses of (A) all persons in the United States who, as of November 30, July 10, 2009, owned or leased a defective vehicle manufactured by Old GM included in the Recalls; and (B) all Pre-Closing Accident Plaintiffs who have filed a lawsuit against New GM as of the date of this Order;

**ORDERED** that the Parties shall file the 9019 Motion no later than twenty-one (21) days after the entry of this Order; and it is further

**ORDERED** that, all responses and objections to the 9019 Motion must be filed and served so as to be received by [ ], 2017 at [ ] (EST); and it is further

**ORDERED** that the hearing on the 9019 Motion shall take place in the Bankruptcy Court on [ ], 2017 at [ ] (EST); and it is further

***PRIVILEGED AND CONFIDENTIAL***  
***ATTORNEY WORK PRODUCT***  
***BR-DRAFTGDC/AG COMMENTS 7/25/2017***  
***DRAFT***

**ORDERED** that notice of the 9019 Motion as provided herein shall be deemed good and sufficient notice of the 9019 Motion; and it is further

**ORDERED** that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: \_\_\_\_\_, 2017  
New York, New York

---

THE HONORABLE MARTIN GLENN  
UNITED STATES BANKRUPTCY JUDGE

***PRIVILEGED AND CONFIDENTIAL***  
***ATTORNEY WORK PRODUCT***  
***BR DRAFTGDC/AG COMMENTS 7/25/28/2017***  
***DRAFT***

**EXHIBIT B**

**(Long Form Notice)**

*PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT  
~~BR-DRAFTGDC/AG COMMENTS 7/25/2017~~  
DRAFT*

**EXHIBIT C**

**(Short Form Postcard Notice)**

Document comparison by Workshare 9 on Friday, July 28, 2017 10:45:10 AM

**Input:**

Document 1 ID	interwovenSite://NYDMS/AL/102340248/1
Description	#102340248v1<AL> - GM - Motion for Order Approving Notice Procedures - GUC Trust Settlement
Document 2 ID	interwovenSite://NYDMS/AL/102340248/3
Description	#102340248v3<AL> - GM - Motion for Order Approving Notice Procedures - GUC Trust Settlement
Rendering set	GDCv9Rendering

**Legend:**

<u>Insertion</u>	
<u>Deletion</u>	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

**Statistics:**

	Count
Insertions	62
Deletions	34
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	96



DRAFT  
GDC/AG COMMENTS 7/28/17

## United States Bankruptcy Court for the Southern District of New York

### NOTICE OF PROPOSED SETTLEMENT

**Subject to court approval of the settlement, current and former owners and lessees of certain General Motors vehicles that were subject to recalls listed below may have their rights affected by the settlement, including the release of claims, and may be entitled to a payment from the settlement.**

*The Bankruptcy Court authorized this Notice. This is not a solicitation from a lawyer.*

**If you are a Plaintiffan Affected Person (as defined below), your legal rights may be affected whether you act or do not act.**

#### **Please Read this Notice Carefully**

This Notice provides information about a proposed settlement (the “Settlement”) of claims in the bankruptcy cases titled *In re Motors Liquidation Company, et al., f/k/a General Motors Corp.*, Bankr. No. 09-50026, pending before Judge Martin Glenn of the United States Bankruptcy Court for the Southern District of New York (the “Old GM Bankruptcy Case”) against the Motors Liquidation Company General Unsecured Creditors Trust (the “GUC Trust”) by owners and lessees of General Motors Corporation (“Old GM”) vehicles containing certain defective ignition switches, side airbags, or power steering that were included in certain National Highway Traffic Safety Administration (“NHTSA”) recalls listed below. The claims include economic loss claims alleging allegations that consumers overpaid when they bought cars with defects, and/or suffered personal injury and/or wrongful death claims based on or arising from an accident involving certain of these vehicles that occurred prior to July 10, 2009. A motion (the “Settlement Motion”) seeking entry of an order approving the Settlement Agreement (the “Settlement Order”) has been filed in the Bankruptcy Court, along with the Settlement Agreement, and can be found at the case website at www..com (the “Settlement Website”).

### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

 <b>The Settlement Agreement</b>	<ul style="list-style-type: none"><li>• Plaintiffs<u>Affected Persons</u> can write to the Court about why you do not like the Settlement.</li><li>• More information about how to object can be found in paragraph <u> </u> and at the <u>case website</u><u>Settlement Website</u> at <u>www.</u><u>.com</u>.</li><li>• The Court will hold a hearing on <u>                </u>, 2017 at <u>                </u> to determine whether to approve the Settlement Agreement. <u>Please note that the date and time of the hearing is subject to change without further notice other than an announcement on the Settlement Website.</u></li></ul>
--	--

QUESTIONS? VISIT WWW..COM

DRAFT  
GDC/AG COMMENTS 7/28/17

<b>Distributions</b>	<ul style="list-style-type: none"><li>• The Settlement provides <u>Plaintiffs</u><u>Affected Persons</u> with the exclusive benefit of the Settlement Fund (<u>defined below</u>). Procedures for the administration and allocation to <u>Plaintiffs</u><u>Affected Persons</u> of the Settlement Fund, including criteria for <u>Plaintiffs</u><u>Affected Persons</u> to assert a claim against the Settlement Fund and the allocation methodology, will be established, subject to notice and an opportunity for <u>Plaintiffs</u><u>Affected Persons</u> to object.</li></ul>
----------------------	---

## WHAT THIS NOTICE CONTAINS

{INSERT TOC}

## BASIC INFORMATION

### 1. What is this Notice and why should I read it?

This Notice is to inform you of the proposed Settlement of claims in the Old GM Bankruptcy Case. The Bankruptcy Court has scheduled a hearing on the Settlement Motion on \_\_\_\_\_, 2017 at \_\_\_\_ a.m./p.m. in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408, Courtroom 523. Please note that the date of the final hearing may be changed without notice. Plaintiffs, other than an announcement on the Settlement Website. Affected Persons are encouraged to visit www..com for future updates.

This Notice explains the terms of the Settlement and your legal rights.

### 2. What is the Settlement about?

In the Old GM Bankruptcy Case, Ignition Switch Plaintiffs<sup>1</sup> and certain Non-Ignition Switch Plaintiffs<sup>2</sup> sought leave to file late proposed class claims against the GUC Trust seeking relief for alleged economic losses related to Old GM's alleged concealment of serious safety defects in ignition switches, side airbags, and power steering. Certain Pre-Closing Accident Plaintiffs<sup>3</sup> have likewise sought leave to file late personal injury and wrongful death claims against the GUC Trust related to Old GM vehicles.

The Ignition Switch Plaintiffs, certain Non-Ignition Switch Plaintiffs, certain Pre-Closing Accident Plaintiffs (collectively, the "Signatory Plaintiffs"), and the GUC Trust (together with the Signatory Plaintiffs, the "Parties") negotiated the Settlement Agreement to resolve these

<sup>1</sup> The term "Ignition Switch Plaintiffs" shall mean those plaintiffs asserting economic loss claims who, as of November 30, July 10, 2009, owned or leased a vehicle with an ignition switch defect included in Recall No. 14V-047.

<sup>2</sup> The term "Non-Ignition Switch Plaintiffs" shall mean those plaintiffs asserting economic loss claims who, as of November 30, July 10, 2009, owned or leased a vehicle with defects in ignition switches, side airbags or power steering included in Recall Nos. 14V-355, 14V-394, 14V-400, 14V-346 and 14V-540, 14V-118 and 14V-153.

<sup>3</sup> The term "Pre-Closing Accident Plaintiffs" shall mean those plaintiffs asserting personal injury or wrongful death claims based on or arising from an accident involving an Old GM vehicle that occurred prior to the closing of the Section 363 Sale.

QUESTIONS? VISIT WWW..COM

DRAFT  
GDC/AG COMMENTS 7/28/17

claims, as well as the economic loss or personal injury and/or wrongful death claims that have been or may be asserted by other Plaintiffsparties against the GUC Trust (collectively with the Signatory Plaintiffs, the "Affected Persons").

The Settlement avoids the risk and cost of a trial, but still provides relief to the people affectedAffected Persons. The Signatory Plaintiffs and their attorneys think that the Settlement is in the best interests of PlaintiffsAffected Persons and that it is fair, adequate, and reasonable.

### **WHO IS INCLUDED IN THE SETTLEMENT?**

To see if you are affected by the proposed Settlement, you first have to determine if you are a Plaintiffan Affected Person.

#### **3. How do I know if I am part of the Settlement? What is the definition of PlaintiffsAffected Person?**

If you fall under one of the definitionscategories below for the Settlement, you are a Plaintiff affected by the Settlementan Affected Person whose claims against Old GM and the GUC Trust will be channeled to the Settlement Fund and you may be eligible for a cash distribution from the Settlement Fund, the GUC Trust, the GUC Trust's current and previously distributed assets and certain other parties will be waived and released as part of the Settlement (and in lieu thereof will be entitled to assert your claims against Settlement Fund):

- A. All persons in the United States who, as of November 30, July 10, 2009, owned or leased a vehicle manufactured by Old GM included in the following recalls:
  - (1) Delta Ignition Switch Vehicles included in Recall No. 14v047: 2005-2010: Chevy Cobalt, 2006-2011 Chevy HHR, 2007-2010 Pontiac G5, 2007-2010 Saturn Sky, 2003-2007 Saturn ION, and 2006-2010 Pontiac Solstice;
  - (2) Low Torque Ignition Switch Vehicles, which are included in Recall Nos. 14v355, 14v394, and 14v400: 2005-2009: Buick Lacrosse, 2006-2014 Chevrolet Impala, 2000-2005 Cadillac Deville, 2006-2011 Cadillac DTS, 2006-2011 Buick Lucerne, and 2006-2008 Chevrolet Monte Carlo; 2003-2014 Cadillac CTS and the 2004-2006 Cadillac SRX; and 1997-2005 Chevrolet Malibu, 2000-2005 Chevrolet Impala, 2000-2005 Chevrolet Monte Carlo, 2000-2005 Pontiac Grand Am, 2004-2008 Pontiac Grand Prix, 1998-2002 Oldsmobile Intrigue, and 1999-2004 Oldsmobile Alero;
  - (3) Other Vehicles with defective ignition switches in Recall Nos. 14V-346, and 14V-540: 2010-2014 Chevrolet Camaro, 2011-2013 Chevrolet Caprice, and 2008-2009 Pontiac G8;
  - (4) Side Airbag Defect Vehicles included in Recall No. 14v118: 2008-2013 Buick Enclave, 2009-2013 Chevrolet Traverse, 2008-2013 GMC Acadia, and 2008-2010 Saturn Outlook; and
  - (5) Power Steering Defect Vehicles included in Recall No. 14v153: 2004-2006 and 2008-2009 Chevrolet Malibu, 2004-2006 Chevrolet Malibu Maxx, 2009-2010 Chevrolet HHR, 2010 Chevrolet Cobalt, 2005-2006 and 2008-2009 Pontiac G6, 2004-2007 Saturn Ion, and 2008-2009 Saturn Aura.

QUESTIONS? VISIT [WWW.GUC.COM](http://WWW.GUC.COM)

010440-11 973164 V1

DRAFT  
GDC/AG COMMENTS 7/28/17

- B. Plaintiffs asserting All persons who have suffered personal injury or wrongful death claims based on or arising from an accident involving a vehicle manufactured and sold by Old GM that occurred prior to July 10, 2009 involving vehicles subject to the foregoing recalls, subject to the foregoing recalls that occurred prior to July 10, 2009.

## THE TERMS OF THE SETTLEMENT AGREEMENT

### 4. What am I giving up under the Settlement Agreement?

Under the proposed Settlement, subject to the Settlement Order becoming a Final Order (unless the GUC Trust waives the Final Order requirement), each Plaintiff provides a waiver and releasee each Affected Person will be deemed to have waived and released (the "Waiver") of any claims that the Plaintiff/Affected Person might otherwise directly or indirectly assert against the GUC Trust, the trust administrator of the GUC Trust, the current and previously distributed assets of the GUC Trust, the Motors Liquidation Company Avoidance Action Trust and, the holders of beneficial units in the GUC Trust and certain other related parties (the "Released Parties").

You can't sue or be If approved by the Bankruptcy Court, the Settlement will prohibit you from suing or being part of any other lawsuit or claim against the Released Parties that relate to the recalls, the Old GM Bankruptcy Case, or the multi-district litigation pending before Judge Furman in the United States District Court for the Southern District of New York, Case No. 14-md-2543 (JMF) (the "GM MDL"). The specifics of the release of claim Waiver are set out in more detail in the Settlement Agreement and proposed Settlement Order, which is posted at [www.gmsettlement.com](http://www.gmsettlement.com). The Settlement Agreement describes the release and proposed Settlement Order describe the Waiver in specific legal terminology. Talk to your own lawyer if you have questions about the release Waiver or what it means.

Nothing in the Settlement Agreement or Settlement Order shall waive any claims that any Plaintiff/Affected Person may have against General Motors LLC ("New GM") or constitute an election of remedies by any Plaintiff/Affected Person.

### 5. What am I receiving under the Settlement Agreement?

The Settlement channels Plaintiffs' allows Affected Persons to assert claims against the GUC Trust to a Settlement Fund for administration and potential satisfaction. The Settlement Fund consists will consist of the Settlement Amount and may include the Adjustment Shares, as detailed below.

Neither the Settlement Fund nor the Adjustment Shares (nor any distribution thereof to any Plaintiff/Affected Person) shall represent full and final satisfaction of any claim that any Plaintiff/Affected Person may have against New GM, all of which claims are expressly reserved. The Bankruptcy Court's estimate of the aggregate Allowed General Unsecured Claims allowed claims in the Claims Estimate Order shall not operate as a cap on any of the claims of any of the Plaintiffs/Affected Persons against New GM.

QUESTIONS? VISIT [WWW.GMSETTLEMENT.COM](http://WWW.GMSETTLEMENT.COM)

010440-11 973164 V1

DRAFT  
GDC/AG COMMENTS 7/28/17

#### **A. The Settlement Amount**

In exchange for the Waiver, the GUC Trust will pay \$15,000,000 (the "Settlement Amount") to the Settlement Fund, subject to the Settlement Order becoming a ~~Final Order~~final order (unless the GUC Trust waives the ~~Final Order~~final order requirement).

#### **B. The Adjustment Shares**

The Amended Master Sale and Purchase Agreement pursuant to which New GM purchased substantially all of the assets of Old GM provides that if the Bankruptcy Court issues an order ("Claims Estimate Order") finding that the estimated aggregate allowed general unsecured claims against the Old GM estate exceeds \$35 billion, then New GM must issue additional shares of New GM common stock (the "Adjustment Shares"). If the estimate reaches or exceeds \$42 billion, New GM must issue the maximum amount of Adjustment Shares (30 million shares).

As part of the Settlement Agreement, the GUC Trust, following a review of evidence and expert reports provided by the Signatory Plaintiffs, agreed to seek support entry of a Claims Estimate Order: (i) finding that the allowable amount of PlaintiffsAffected Persons' claims against the GUC Trust, when combined with all of the other Allowed General Unsecured Claimsallowed general unsecured claims against the Old GM bankruptcy estate, equals or exceeds \$42 billion, thus triggering the maximum amount of Adjustment Shares (30 million shares); and (ii) directing that the Adjustment Shares, or the value of the Adjustment Shares, be promptly delivered to the Settlement Fund by New GM.

The Parties have sought entry of the Claims Estimate Order as part of the Settlement Motion. The current value of 30 million shares of New GM common stock is approximately \$1.08 billion.

Regardless of whether the Claims Estimate Order is entered, the Settlement Agreement remains binding, including the Waiver and the payment of the Settlement Amount.

#### **C. How will the Settlement Fund be allocated and distributed?**

The Settlement Fund is for the exclusive benefit of PlaintiffsAffected Persons. The value of the Settlement Fund will be first allocated by the Lead Lawyers for the economic loss claims and the Lead Lawyers for the personal injury claims in the GM MDL. Thereafter, the economic loss lawyer lead counsel and the personal injury lawyer lead counsel will determine the specifics for distribution within each pool, including the criteria for determining eligibility for payment. Any agreement on the allocation process and the distribution procedure will be described at www.████████.com when determined and PlaintiffsAffected Persons will be provided with notice and an opportunity to object.

#### **LEGAL REPRESENTATION**

##### **6. Do I have a lawyer in this case?**

The counsel to the Signatory Plaintiffs, listed below, negotiated the Settlement Agreement and jointly filed the Settlement Motion. You will not be charged for services performed by this counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

QUESTIONS? VISIT WWW.████████.COM

DRAFT  
GDC/AG COMMENTS 7/28/17

If you want to contact the counsel for the Signatory Plaintiffs, they can be reached by sending an email to [info@.com](mailto:info@.com) or as follows:

Steve W. Berman HAGENS BERMAN SOBOL SHAPIRO LLP 1918 Eighth Avenue, Suite 3300 Seattle, WA 98101 Telephone: (206) 623-7292 steve@hbsslaw.com	Robert C. Hilliard HILLIARD MUÑOZ GONZALES LLP 719 S Shoreline Blvd., # 500 Corpus Christi, TX 78401 Telephone: (361) 882-1612 bobh@hmglawfirm.com
Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN 275 Battery Street, 29th Floor San Francisco, California 94111 Telephone: (414) 956-1000 ecabraser@lchb.com Co-Lead Counsel for the Economic Loss Plaintiffs in the MDL Court	Counsel for Certain Pre-Closing Accident Plaintiffs
Edward S. Weisfelner BROWN RUDNICK LLP BROWN RUDNICK LLP Seven Times Square New York, New York 10036 Tel: 212-209-4800 eweisfelner@brownrudnick.com	Thomas J. Henry, Esq. THE LAW OFFICES OF THOMAS J. HENRY 4715 Fredricksburg, Suite 507 San Antonio, TX 78229
Sander L. Esserman STUTZMAN, BROMBERG, ESSERMAN & PLIFKA, P.C. 2323 Bryan Street, Ste 2200 Dallas, Texas 75201 Tel: 214-969-4900 esserman@sbep-law.com	Counsel for Certain Pre-Closing Accident Plaintiffs
Designated Counsel for the Economic Loss Plaintiffs in the Bankruptcy Court	William P. Weintraub GOODWIN PROCTER LLP The New York Times Building 620 Eighth Avenue New York, New York 10018 Tel: 212-813-8800 wweintraub@goodwinlaw.com
	Counsel to Those Certain Pre-Closing Accident Plaintiffs Represented By Hilliard Muñoz Gonzales L.L.P. and the Law Offices of Thomas J. Henry

## 7. How will the lawyers be paid?

Procedures for the payment of attorneys' fees for counsel to the Signatory Plaintiffs from the Settlement Fund will be established, subject to notice and an opportunity for Plaintiffs/Affected Persons to object.

QUESTIONS? VISIT [WWW.COM](http://WWW.COM)

010440-11 973164 V1

DRAFT  
GDC/AG COMMENTS 7/28/17

## OBJECTING TO THE SETTLEMENT

### 8. How do I tell the Court I do not like the Settlement?

If you're a Plaintiff are an Affected Person, you can object to the proposed Settlement if you don't like it. You can give reasons why you think the Court should not approve any or all of these items, and the Court will consider your views.

To object, you must file your objection with the Court. To be timely, your objection must be filed with the Court by no later than \_\_\_\_\_, 2017 at 4:00 p.m. (Eastern Time) at the following addresses:

<b>The Court</b>	Judge Martin Glenn United States Bankruptcy Court for the Southern District of New York One Bowling Green New York, NY 10004-1408 Courtroom: 523
------------------	--

**NOTE:** You may mail your objection to the Court, but it must be received by the Court and filed by \_\_\_\_\_, 2017, at 4:00 p.m. (Eastern Time). See [www.\\_\\_\\_\\_\\_](http://www._____) for more information on how to object to the Settlement.

## THE COURT'S SETTLEMENT APPROVAL HEARING

### 9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the proposed Settlement. The hearing will be on \_\_\_\_\_, 2017, at \_\_\_\_\_.m. before Judge Martin Glenn, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408, Courtroom 523. Please note that the date of the hearing may be changed without notice. Plaintiffs other than an announcement on the Settlement Website. Affected Persons are encouraged to visit [www.\\_\\_\\_\\_\\_](http://www._____) com for future updates.

At the hearing, the Court will consider whether the proposed Settlement and all of its terms falls within the range of reasonableness required for approval of the Settlement. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the hearing and have complied with the other requirements for objections explained in Section \_\_\_\_\_.

At or after the hearing, the Court will decide whether to approve the proposed Settlement. There may be appeals after that. There is no set timeline for either the Court's final approval decision, or for any appeals that may be brought from that decision, so it is impossible to know exactly when and if the Settlement will become final.

The Court may change deadlines listed in this Notice without further notice. To keep up on any changes in the deadlines, please visit [www.\\_\\_\\_\\_\\_](http://www._____) .com.

### 10. Do I have to go to the hearing?

Counsel to the Signatory Plaintiffs will appear at the hearing in support of the Settlement and will answer any questions asked by the Court.

QUESTIONS? VISIT [WWW.\\_\\_\\_\\_\\_](http://WWW._____) .COM

DRAFT  
GDC/AG COMMENTS 7/28/17

If you send an objection, you don't have to come to Court to talk about it. So long as you filed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

**11. May I speak at the hearing?**

Yes. If you submitted a proper written objection to the Settlement, you or your lawyer may, at your own expense, come to the hearing and speak.

**GETTING MORE INFORMATION**

**12. How do I get more information about the Settlement?**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement and proposed Settlement Order, available at [www.\\_\\_\\_\\_\\_com](http://www._____com).

<b>YOU MAY OBTAIN ADDITIONAL INFORMATION BY</b>	
<b>VISITING THE SETTLEMENT WEBSITE</b>	Please go to <a href="http://www._____com">www._____com</a> , where you will find answers to common questions and other detailed information to help you.
<b>REVIEWING LEGAL DOCUMENTS</b>	You can review the legal documents that have been filed with the Clerk of Court in these cases at: United States Bankruptcy Court for the Southern District of New York One Bowling Green New York, NY 10004-1408. You can access the Court dockets in these cases through the court documents and claims register website at <a href="http://www.motorsliquidationdocket.com/">http://www.motorsliquidationdocket.com/</a> or through the Court's Public Access to Court Electronic Records (PACER) system at <a href="https://ecf.cand.uscourts.gov">https://ecf.cand.uscourts.gov</a> .

**PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THE LAWSUITS, THE SETTLEMENT, OR THIS NOTICE.**

QUESTIONS? VISIT [WWW.\\_\\_\\_\\_\\_COM](http://www._____com)

010440-11 973164 V1

Document comparison by Workshare 9 on Friday, July 28, 2017 10:46:52 AM

**Input:**

Document 1 ID	interwovenSite://NYDMS/AL/102340451/1
Description	#102340451v1<AL> - GM - Long Form Notice for Settlement
Document 2 ID	interwovenSite://NYDMS/AL/102340451/2
Description	#102340451v2<AL> - GM - Long Form Notice for Settlement
Rendering set	GDCv9Rendering

**Legend:**

Insertion

Deletion

Moved from

Moved to

Style change

Format change

Moved deletion

Inserted cell

Deleted cell

Moved cell

Split/Merged cell

Padding cell

**Statistics:**

	Count
Insertions	84
Deletions	60
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	148



DRAFT  
GDC/AG COMMENTS 7/28/17

Important Court-Approved Legal Notice from the United States  
Bankruptcy Court for the Southern District of New York

**Subject to court approval of the settlement, current and former  
owners and lessees of certain General Motors vehicles subject to  
recalls listed below may have their rights affected by thea settlement,  
including the release of claims, and may be entitled to a payment  
from the settlement.**

A proposed settlement (the "Settlement") has been reached ~~of~~with respect to claims of owners and lessees of General Motors Corporation ("Old GM") vehicles containing defective ignition switches, side airbags, or power steering included in ~~certain recall~~the following recalls: 14V-047, 4V-355, 14V-394, 14V-400, 14V-346, 14V-540, 14V-118 and 14V-153 (the "Recalls"). The claims include economic loss claims ~~alleging~~allegations that consumers overpaid when they bought cars with defects, and/or suffered personal injury and/or wrongful death claims based on or arising from an accident involving certain of these vehicles that occurred prior to July 10, 2009. A motion seeking entry of an order approving the Settlement (the "Settlement Order") has been filed in the Bankruptcy Court and can be found, along with the Settlement Agreement, at the case website at [www.\\_\\_\\_\\_\\_com](http://www._____com). (the "Settlement Website"). The purpose of this notice is to inform you of the proposed settlement~~Settlement~~ and your legal rights.

**Who's~~s~~is Included?** General Motors LLC's ("New GM") records indicate that you may be affected by the Settlement or the Settlement Order. Persons~~If the Settlement is approved by the Bankruptcy Court, persons~~ in the United States who, as of November 30~~July 10,~~ 2009, owned or leased a vehicle manufactured by Old GM included in ~~certain recalls~~the Recalls ("Affected Persons") will have their claims ~~(if any)~~ against the GUC Trust channeled to ~~its current and previously distributed assets, and certain other parties waived and released.~~ In lieu thereof, such persons will be entitled to assert their claims against a newly created trust, fund or other vehicle (the "Settlement Fund") established to hold the proceeds of the Settlement and may be eligible for a cash distribution from the Settlement Fund. A complete list of the cars currently included in the Settlement is posted on the [www.\\_\\_\\_\\_\\_com](http://www._____com) Settlement Website.

**What are the Settlement Terms?** Under the proposed Settlement, subject to the Settlement Order becoming a Final Order (unless the GUC Trust waives the Final Order requirement), each Plaintiff provides~~each~~ Affected Person will be deemed to provide a waiver and release of any claims that the Plaintiff~~they might otherwise~~ directly or indirectly assert against the GUC Trust, the trust administrator of the GUC Trust, the ~~past and present~~ assets of the GUC Trust, the Motors Liquidation Company Avoidance Action Trust and/or the holders of beneficial units in the GUC Trust. In exchange, the GUC Trust will pay \$15 million into the Settlement Fund and seeks~~support~~ entry of an order estimating the aggregate Allowed General Unsecured Claims~~allowed claims~~ against the Old GM bankruptcy estate, including Plaintiffs~~all~~ Affected Persons' claims, at no less than \$42 billion (the "Claims Estimate Order"). If the Claims Estimate Order is entered, New GM may be required to issue up to 30 million shares of New GM common stock to the Settlement Fund. The current value of 30 million shares of New GM common stock is approximately

DRAFT  
GDC/AG COMMENTS 7/28/17

\$1.08 billion. For further details about the Settlement, including the relief, eligibility, allocation, and release of claims, you can review the Settlement Agreement and the proposed Settlement Order at the website, [www.\\_\\_\\_\\_\\_com](http://www._____com) Settlement Website.

**How Can I Get a Payment?** With the assistance of a court-appointed mediator, the Lead Lawyers for the economic loss claims and the Lead Lawyers for certain of the personal injury claims in the GM MDL (as that term is defined in the Settlement Agreement) will allocate the value of the Settlement Fund and determine the specifics for distribution within each pool. Information on allocation, including objection and distribution procedures, will be provided on the Settlement Website.

**Your Other Options.** You can object to the proposed Settlement. The Long Form Notice available on the website Settlement Website listed below explains how to object to the Settlement Motion. The Court will hold a hearing by on \_\_\_\_\_, 2017 at [all]pm to consider whether to approve the Settlement. You may appear at the hearing, either yourself or through an attorney hired by you, but you do not have to. Please note that the date and time of the hearing is subject to change without further notice other than an announcement on the Settlement Website. For more information, call or visit the website Settlement Website below.

1-8xx-xxx-xxxx

[www.\\_\\_\\_\\_\\_com](http://www._____com)

[On the back of the postcard will be the plaintiff's name and address, and court logo:]

Court-Approved Settlement Notice



Plaintiff John Doe  
123 45<sup>th</sup> Street  
Anytown, USA. \_\_\_\_\_

General Motors Bankruptcy Settlement Information [or something like that]

Document comparison by Workshare 9 on Friday, July 28, 2017 10:47:56 AM

**Input:**

Document 1 ID	interwovenSite://NYDMS/AL/102340410/1
Description	#102340410v1<AL> - GM - Short Form Notice for Settlement
Document 2 ID	interwovenSite://NYDMS/AL/102340410/2
Description	#102340410v2<AL> - GM - Short Form Notice for Settlement
Rendering set	GDCv9Rendering

**Legend:**

Insertion

Deletion

Moved from

Moved to

Style change

Format change

Moved deletion

Inserted cell

Deleted cell

Moved cell

Split/Merged cell

Padding cell

**Statistics:**

	Count
Insertions	32
Deletions	24
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	56